



COVID WINTER USE APPLICATION

Addendum – Request for Grant Funds

BUSINESS NAME: _____

STREET ADDRESS: _____

ELIGIBLE EXPENSES*

- A. Tents and structures
- B. Outdoor heating devices, including fire pits
- C. Pick-up/drive-through windows
- D. Plexiglass screens and dividers
- E. Food delivery equipment (non-vehicular), including heated systems
- F. Website development for online ordering or delivery
- G. Outdoor lighting
- H. Upgraded HVAC systems and filters
- I. Snow removal equipment for outdoor dining and waiting areas
- J. Construction expenses associated with installing the above
- K. Other similar COVID mitigation equipment as deemed appropriate by the Town Manager.

*Financial Assistance or grants are limited to 70% of the eligible expense amount for equipment or capital expenses and limited to 50% for associated labor and/or professional services.

Please indicate which of the eligible expenses apply (A.B.C.) _____

Total Cost of Project: \$ _____

Amount Requested: \$ _____

Subsequent grant funds and financial assistance may be available depending on possible future funding sources.

Signature of Applicant: _____ Date: _____



COVID WINTER USE APPLICATION

Box 397 Telluride, CO 81435
Contact: Ron Quarles
(970) 728-2150
rquarles@telluride-co.gov

BUSINESS NAME: _____

STREET ADDRESS: _____

PROPERTY OWNER(s): _____ **Phone #:** _____

Street Address: _____ **Email address:** _____

APPLICANT: _____ **Phone #:** _____

Street Address: _____ **Email address:** _____

PROJECT DESCRIPTION:

PROVIDE A BRIEF DESCRIPTION OF THE USE, HOW IT WILL OPERATE DURING THE WINTER SEASON, AND HOW SUCH SERVICE AND ASSOCIATED EQUIPMENT ASSIST WITH PROTECTING EMPLOYEES AND PATRONS DURING THE COVID PANDEMIC: _____

Will the use include heating devices for outdoor or indoor use? ___(y)___(n) If yes, please provide information on the devices (UL or other manufacturers listing): _____

Will the use require special lighting? ___(y)___(n) If yes, please describe: _____

How will the use be maintained to withstand winter conditions (Snow loads, etc). _____

Will structure(s) be installed / assembled on the site? ___(y)___(n) If yes, please explain: _____

Will the project require permanent modifications to buildings or construction of decks or other permanent structures? ____ (y) ____ (n) If yes, please describe: _____

(May require separate application with Historic Preservation Department for Certificate of Appropriateness and associated building permits)

Will the project require upgrades to HVAC systems or utilities (gas/electric/water/sewer)? ____ (y) ____ (n)
If yes, please explain: _____

(May require separate application for building permits)

Will the project utilize any sidewalk or street? ____ (y) ____ (n) If yes, separate revocable encroachment permit must be granted by the Town Council and associated agreement in place prior to approval.

Will the project require a modification to the on-premises liquor license? ____ (y) ____ (n) If yes, please submit with this application an application to the Town Clerk.

SITE PLAN REQUIRED: PLEASE ATTACH A DRAWING REFLECTING, WITH ACCURATE DIMENSIONS, THE LOCATION OF PROPOSED STRUCTURE(S) AND THE DISTANCE(S) FROM PROPERTY LINES AND OTHER STRUCTURES. ALSO PROVIDE INDOOR LAYOUT (SEATING).

EVIDENCE OF OWNER'S CONSENT: PLEASE PROVIDE EVIDENCE OF OWNER'S CONSENT

FINANCIAL ASSISTANCE:

Will you be requesting any financial assistance from the Town of Telluride (if available) for expenses associated with this use? ____ (y) ____ (n)

INDEMNIFICATION:

PLEASE SIGN THE SEPARATE ATTACHED "LETTER OF INDEMNIFICATION" WITH APPLICATION.

Signature of Applicant: _____ Date: _____

Applicant understands that additional information may be requested prior to final determination by the Town Manager.

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STAFF USE ONLY

Received By _____ Date _____

Approved _____ Date _____
Town Manager

RELEASE, INDEMNITY and WAIVER of LIABILITY

THIS RELEASE, INDEMNITY and WAIVER of LIABILITY (“Waiver”) is signed by

_____ on behalf of _____

whose address is _____, (hereinafter “**Local Business**”) on this
____ day of _____ 2020.

WHEREAS, on March 10, 2020 Jared Polis, the Honorable Governor of the State of Colorado, declared a State of Emergency for the entire State of Colorado in response to the worldwide Corona Virus Disease 2019 (“**COVID-19**”) pandemic; and,

WHEREAS, on March 20, 2020 the Town Manager of the Town of Telluride (“**Town Manager**”) issued a Declaration of Local Disaster Emergency, on file with the Town Clerk of the Town of Telluride (“**Town Clerk**”) and with the San Miguel County Clerk and Recorder, which Declaration was extended by formal passage of Resolution 6 Series of 2020 by the Town Council of the Town of Telluride (“**Town Council**”) on March 27, 2020; and,

WHEREAS, governmental response to COVID-19 from the State of Colorado and the San Miguel County Board of County Commissioners pursuant to several versions of Public Health Orders (“**PHOs**”) included closure of local businesses for over two months; and,

WHEREAS, while businesses have been allowed to re-open, under Colorado and San Miguel County PHO guidance, they are now subject to limitations on occupancy due to social distancing requirements and it is anticipated that these PHO provisions will continue to limit the financial viability of many local businesses impacted by the complete shut-down; and,

WHEREAS, Town values the retail and restaurant experience enjoyed by visitors and local citizens alike; and,

WHEREAS, Town is committed to encouraging and assisting local business to offer areas that could assist with PHO social distancing and occupancy restrictions which are expected to continue through the Winter of 2020-2021; and,

WHEREAS, the Local Business wishes to benefit from the additional outdoor business opportunities provided by Town.

NOW IN CONSIDERATION of Town of Telluride approval of the Covid Winter Use Application attached hereto permitting the Local Business accommodations for winter dining, the Local Business acknowledges, agrees and represents the following:

1. Town has approved the project as described in the Covid Winter Use Application less any strikethroughs or amendments made during the review process as indicated.
2. The approval as granted is for the term beginning the date of execution of this Waiver through May 21, 2021 unless sooner revoked.
3. Fixtures approved therein, if any, shall not encroach or be affixed to Town right-of-way unless otherwise approved.
4. Fixtures approved therein, if any, which may be at risk of high winds loads shall be secured by weighted ballasts sufficient to withstand high winds.

5. Fixtures approved therein, if any, which may be at risk of snow loads shall be monitored by the Local Business and snow shall be regularly cleared to ensure public safety.
6. The Local Business shall keep the rights-of-way adjacent to any approvals at all times free and clear of any obstructions.
7. The Local Business on behalf of itself and its heirs, executors, successors and assigns, agrees to indemnify and hold harmless the Town of Telluride and its officers, agents and employees from and against any and all claims, suits, damages, costs, losses, and expenses, including attorney fees, to persons or property in any manner resulting from, arising out of, or connected with the construction, maintenance, removal or operation of the approvals which are the subject of this Waiver.
8. The Local Business acknowledges that the approvals are revocable by the Town Manager for any reason whatsoever at the sole discretion of the Town Manager.
9. The Local Business expressly agrees that this Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign this RELEASE, INDEMNITY and WAIVER of LIABILITY.

Signature

By: _____

Signor Name

On Behalf of: _____

Business Name

The foregoing instrument was acknowledged before me this ____ day of _____
 2020 by _____ on behalf of _____.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public