1 - Agenda Dec 06 2022 BOCC Regular meeting

2a, 2b - Liquor Licenses, Tullys and Harmels Ranch Resort

3 - CBOE, Sig Ratification, 2022 Abstract of Assessment

4 - Scheduling

5a - September 06 regular meeting minutes DRAFT

5b - September 20 2022 regular meeting minutes DRAFT

5c - Oct 4 2022 regular meeting minutes DRAFT

5d - Oct 14 2022 special meeting minutes DRAFT

6 - consent 1, Ratif of Correspondence, CB Recreational Vehicle Dump Site

6 - consent 2, Triad EAP agreement

6 - consent 3, Fund Transfer, West Region Wildfire Council Title III Allocation

6 - consent 4, Amendment to Charlier Assoc Consultant Agreement

6 - consent 5, Daniels Fund grant application

6 - consent 6, Fading West Construction Sawtooth Project

6 - consent 7, LEAP Agreement

6 - consent 8, MOU with Parent Possible

7 - Two land use approvals, Larry Darien, Miracle Acres Plat subdivision

8 - MOU, Roaring Fork Valley Wildfire Collaborative

9 -approval for full-time GC Coroner

10 - Planning Commission Appointments

12 - Public Hearing,, Poposed 2023 Gunnison Co budget No 4 final draft

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, December 6, 2022**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

3:30 pm
- Call to Order
- Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; Effective Date 10/18/2022 – 10/18/2023
- Fermented Malt Beverage License #04-01630; Harmels Operation LLC dba Harmels Ranch Resort; Effective Date 11/15/2022 – 11/15/2023
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION:

- Call to Order
- Ratification of Chair's Signature; 2022 Abstract of Assessment
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

3:35 pm
- Call to Order; Agenda Review
- Scheduling
- Minutes
  1. September 6, 2022 Regular Meeting
  2. September 20, 2022 Regular Meeting
  3. October 4, 2022 Regular Meeting
  4. October 14, 2022 Special Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Ratification of Correspondence; Crested Butte Town Council; Recreational Vehicle Dump Site
  2. Employee Assistance Program Agreement; Triad EAP; 1/1/2023 thru 12/31/2023
  3. Fund Transfer; West Region Wildfire Council; Title III Allocation; 2021 Allocation of $50,524.66 and 2022 Allocation of $65,369.07
  4. Acknowledgement of County Manager Signature; Amendment to Consultant Agreement; Charlier Associates, Inc.; 6/18/2021 thru 12/31/2022
  5. Grant Application; Daniel's Fund; Gunnison County Substance Abuse Prevention Project Choice Pass Program; $50,000
  6. Acknowledgement of County Manager's signature; Agreement; Fading West Construction, LLC; Sawtooth Workforce Housing Project; $6,039,908.46
  7. Agreement; Colorado Department of Human Services; 2022-2023 Low Income Energy Assistance Program (LEAP) and Low Income Household Water Assistance Program (LIHWAP) Program Areas; Memo # OM-FEA-2022-0015; 10/1/2022 thru 9/30/2023; $26,000
  8. Memorandum of Agreement between Parent Possible and Gunnison County Health and Human Services; Parents as Teachers Training

- County Manager's Reports

3:45
- Two Land Use Approvals; Each for a 1-lot subdivision; Miracle Acres Plat Subdivisions, Larry Darien; Lot 1 (LUC-22-00002) and Lot 2 (LUC-19-000051)
  1. A Resolution approving Larry Darien, Miracle Acres, Lot 1 Subdivision Located at Subject Parcel Legally Described as a Track of Land Situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW 1.4 of Section 21, All in Township 11 South, Range 88 East of the Sixth Principal Meridian Described Further in Exhibit A. 2880 County Road 3, Marble Colorado, LUC-22-00002
  2. A Resolution approving Larry Darien, Miracle Acres, Lot 2 Subdivision Located at Subject Parcel Legally Described as a Track of Land Situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW 1.4 of Section 21, All in Township 11 South, Range 88 East of the Sixth Principal Meridian Described Further in Exhibit A. 2880 County Road 3, Marble Colorado, LUC-19-00051

3:55
- Memorandum of Understanding; Roaring Fork Valley Wildfire Collaborative

4:00
- Approval for Gunnison County Coroner to be moved to Full-Time position

4:05
- Planning Commission Appointments

4:10
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Possible Executive Session Pursuant to C.R.S. 24-6-402(4)(b): Conference with County Attorney, Deputy County Attorney or Assistant County Attorney; Attorney-Client Privileged Communication, Discussion and Legal Advice Regarding Colorado Senate Bill 22-230 and Promulgation of Administrative Rules by the State of Colorado Pursuant to Colorado Revised Statute Section 8-3.3.-106
- Break

5:30
- Public Hearing; Proposed 2023 Gunnison County Budget
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/meetings prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09
Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #42-95237-0000; 456 Enter

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, Gunnison County Clerk

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Renewals for : Harmels Operation LLC dba Harmels Ranch Resort, 456 Entertainment LLC dba Tully's

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appear legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 12/6/2022

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

456 ENTERTAINMENT LLC
dba TULLY'S
282 ELCHO AVENUE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
42-95237-0000	**October 18, 2023**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 11/28/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #42-95237-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

456 ENTERTAINMENT LLC DBA TULLY'S
282 ELCHO AVENUE
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 10.18.2022 – 10.18.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-28-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

received
10-14-22

Fees Due	
Annual Renewal Application Fee	$ 50.00
Renewal Fee	
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 500.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name: 456 ENTERTAINMENT LLC		Doing Business As Name (DBA): TULLY'S	
Liquor License #: 42-95237-0000	License Type: HOTEL & RESTAURANT (COUNTY)		
Sales Tax License Number: 42952370000	Expiration Date: 10/19/2022	Due Date: 10/14/2022	
Business Address: 282 ECHO AVE CB CO 81224			Phone Number: 970.349.2444
Mailing Address: 282 ECHO AVE CB CO 81224		Email: tullyscbsouth@gmail.com	
Operating Manager: TULLY BURTON	Date of Birth: 04/14/81	Home Address: 310 TEOCALLI RD. CB CO 81224	Phone Number: 970.275.9528

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 2031

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
BLAIR TULLY BURTON	MEMBER
Signature	Date
B	10/14/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		10-14-2022
Signature	Title	Attest
Kathy Simillion	County Clerk	

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-01630
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

HARMELS OPERATION LLC DBA HARMELS RANCH RESORT
6748 COUNTY ROAD 744
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 11.15.22 – 11.15.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-28-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

HARMELS OPERATIONS LLC
dba HARMELS RANCH RESORT
6748 COUNTY ROAD 744
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-01630	**November 15, 2023**
License Type: **FERMENTED MALT BEVERAGE OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 11/28/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

Off-Premises

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 50.00
Renewal Fee	117.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$117.50

received
received 11-10-2022

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name: Harmels Operations LLC		Doing Business As Name (DBA): Harmels Ranch Resort	
Liquor License #: 04-01630	License Type: Fermented Malt Beverage Off-Premise		
Sales Tax License Number: 94943745-0001	Expiration Date: 12/31/2023	Due Date: 11-15-2022	
~~Business Address~~: 6748 CR 742 Almont, CO 81210			Phone Number: (970) 641-1740
Mailing Address: 6748 CR 742 Almont, CO 81210		Email: stay@harmels.com	
Operating Manager: David Reynolds	Date of Birth: 12/14/1968	Home Address: 1000 CR 744 Almont, CO 81210	Phone Number: (970) 712-4526

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
David Reynolds	Owner
Signature	Date
	11/10/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		11-10-2022
Signature	Title	Attest
Kathy Semmion	County Clerk	Shelly Williams

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Chair's Signature; 2022 Abstract o

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Asking for ratification of CBOE Chair's signature on the 2022 Abstract of Assessment which reports to the State the adjustments made in the CBOE appeal process.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/18/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 12/6/2022

Revised April 2015

Affidavit of Assessor to Assessment Roll

I, Kristy McFarland, the Assessor of Gunnison County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

Kristy McFarland Subscribed and sworn to me before this 15th day of November, AD, 2022

County Assessor

Kathy Simillion

County Clerk

Certification by County Board of Equalization

I, Jonathan Houck, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

Subscribed and sworn to me before this 15th day of November, AD, 2022

Chairman of the Board

Kathy Simillion

County Clerk

Gunnison - 2022

Abstract of Assessment (CRS 39-5-123)
Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Vacant	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	1	-6,740	0	0	-6,740
Commercial Lots (0200)	0	0	0	0	0
Industrial Lots (0300)	0	0	0	0	0
Planned Unit Development Lots (0400)	0	0	0	0	0
Less Than 1.0 Acre (0510)	0	0	0	0	0
1.0 to 4.99 Acres (0520)	0	0	0	0	0
5.0 to 9.99 Acres (0530)	0	0	0	0	0
10.0 to 34.99 Acres (0540)	0	0	0	0	0
35.0 to 99.99 Acres (0550)	0	0	0	0	0
100.0 Acres and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Total:	**1**	**-6,740**	**0**	**0**	**-6,740**

Residential	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	3	5,940	15,620	0	21,560
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	1	0	-4,540	0	-4,540
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	1	-2,170	0	0	-2,170
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	**5**	**3,770**	**11,080**	**0**	**14,850**

Commercial	Count:	Land:	Imp:	Pers:	Total:
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	0	0	0	0	0
Lodging (2115, 2215)	0	0	0	0	0
Renewable Energy (2117, 2217)	0	0	0	0	0
Offices (2120, 2220)	0	0	0	0	0
Recreation (2125, 2225)	0	0	0	0	0
Limited Gaming (2127, 2227)	0	0	0	0	0

CBOE Changes:

Commercial	Count:	Land:	Imp:	Pers:	Total:
Special Purpose (2130, 2230)	2	-35,850	-54,610	0	-90,460
WareHouse/Storage (2135, 2235)	0	0	0	0	0
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	18	0	-259,300	0	-259,300
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Lodging Personal Property (2412)	0	0	0	0	0
Renewable Energy Personal Property (2415)	0	0	0	0	0
Total:	**20**	**-35,850**	**-313,910**	**0**	**-349,760**

Industrial	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Agricultural	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	0	0	0	0	0
Grazing Land (4147)	3	0	0	0	0
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	0	0	0	0	0
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	**3**	**0**	**0**	**0**	**0**

Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5110, 5210)	0	0	0	0	0

CBOE Changes:

Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Producing Oil Primary (7110, 7210)	0	0	0	0	0
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	0	0	0	0	0
Producing Gas Primary (7430)	0	0	0	0	0
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas	0	0	0	0	0

CBOE Changes:

Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Condensate (7455)					
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**
State Assessed	**Count:**	**Land:**	**Imp:**	**Pers:**	**Total:**
Total Real (8299)	0	0	0	0	0
Renewable Energy Real (8252)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Renewable Energy Personal (8452)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**
Exempt	**Count:**	**Land:**	**Imp:**	**Pers:**	**Total:**
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**
Grand Total:	**29**	**-38,820**	**-302,830**	**0**	**-341,650**

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

December 6 – December 31, 2022
(as of 12/02/2022)

Board of County Commissioners

1. **BOCC Regular Meeting**
   December 6, 2022, All Day @ BOCC Boardroom
   More Details

2. **BOCC Work Session (CANCELED)**
   December 13, 2022, All Day @ BOCC Boardroom
   More Details

3. **BOCC Special Meeting**
   December 15, 2022, 8:30 AM @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   December 20, 2022, All Day @ BOCC Boardroom
   More Details

5. **BOCC Work Session**
   December 27, 2022, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday – Business Day Before Christmas & Christmas Day (observed) - Offices Closed**
   December 23, 2022 - December 26, 2022
   More Details

2. **Holiday - New Year's Day (observed) - Offices Closed**
   January 2, 2023, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 20, 2022, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: September 6, 2022 Regular Meeting

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, a draft of the regular meeting minutes for September 6, 2022

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 6, 2022

The September 6, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION:

CALL TO ORDER: Chairperson Houck called the meeting of the Gunnison County Board of Equalization to order at 8:30 am.

ASSESSOR'S 2022 REPORT TO THE CBOE: Communications Manager for the Gunnison County Assessor's Office, William Spicer, was present in the room to give the report and answer any questions the Board might have.

Communications Mgr Spicer then presented a statutory report to the Board, showing what the assessed values were for the County this year, what the appeals process would be like for this Fall 2022, and a list of those who had filed late. Mr. Spicer further noted that the total assessed value had come out very similar to last year's amounts.

After a brief discussion on what would be expected for the 2023 assessments and appeals, it was **moved** by Commissioner Mason to accept the Assessor's 2022 report, as presented. Commission Smith seconded, and the motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 8:37 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:37 am.

AGENDA REVIEW: There were no changes needed to the agenda.

SCHEDULING: Chairperson Houck reminded the Board about a joint hearing with the planning commission next Thursday 9/8. He also advised that he not be able to attend the work session on 9/13, and would be on vacation the week of 9/20, but would be able to join the regular meeting remotely.

Commissioner Smith stated that she would not be able to attend the Planning Commission meeting on Thursday, 9/8; both Commissioners Houck and Mason confirmed that they would be able to attend.

MINUTES: **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the minutes as presented, with the two corrections identified. Motion carried unanimously

1. **July 5, 2022 Regular Meeting**. Commissioner Smith noted two name spelling corrections she had already given to BOCC clerk Melanie Bollig for revision. The first was located on page 3 under Commissioner Items, where "Kathy Reynolds" needed changed to "Kathay Rennels", and also on page 5, under "2023 Legislative Priorities", where "Jenny" needed changed to "Gini".
2. **August 23, 2022 Special Meeting.** No changes needed.

CONSENT AGENDA: Commissioner Smith **moved** to approve the consent agenda as presented. Commissioner Mason seconded; motion carried unanimously.

1. Acknowledgement of County Manager's signature; Agreement; Gunnison Country Food Pantry; to allot County Community Services Block Grant (CSBG) funding for increased food security within the County; Expires 9/15/2022; $20,000
2. Approval for Colorado Department of Local Affairs (DOLA) Grant Application; Gunnison County Division 2 Shop Energy and Sustainability Project; $687,941
3. Acknowledgment of County Manager's Signature; Opioid Settlement Intergovernmental Agreement; between Gunnison County and the Town of Marble; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally
4. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for Alpine Plateau Gravel Haul Project; Effective date of signing to 4/06/2027; County to provide equipment and labor, $321,965 estimated
5. Acknowledgment of County Manager's signature; Contractor Agreement; Cesare, Inc; for Warren Property Phase I Environmental Site Assessment (ESA); 9/06/2022 – 10/31/2022; up to $2,800
6. Approval for the 2022 Emergency Management Performance Grant (EMPG); Gunnison County Emergency Management; 1/01/2022 - 12/31/2022; 50% match, County share $60,273.00

7. Approval for Colorado Department of Transportation (CDOT) Subaward Amendment #1; Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP); to address impaired driving, excessive alcohol and marijuana use in community norms; 10/1/2021 – 9/30/2023; $189,998.20 total
8. Approval for Professional Services Agreement; Community Foundation of the Gunnison Valley; for coordination of the "Locations and accessibility" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500
9. Approval for Professional Services Agreement; Gunnison Country Food Pantry; for coordination of the "Education and Support for Business – Workplace Wellness" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500
10. Approval for Professional Services Agreement; Gunnison Valley Mentors; for coordination of the "Increase wide-spread sense of belonging" action group of the health coalition; 9/01/2022 – 9/01/2023; up to $1,500
11. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for the Mobile Rock Crushing NFSR 267 Mirror Lake Road project; Effective date of signing to 4/06/2027; County will use the USFS crusher and provide other needed equipment and labor, $55,260
12. Approval for Software as a Service Agreement; Tyler Technologies, Inc; for Munis SaaS contract; Effective date of signing; $236,960 over 3 years
13. Contractor Agreement; Board of County Commissioners and Town of Crested Butte; Coal Creek Watershed Coalition; for water quality data evaluation at Coal Creek; 1/01/2022 – 12/31/2022; County portion up to $9,150
14. Approval for Road Project Agreement Between Gunnison County and USDA Forest Service, Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests, Gunnison Ranger District; for Taylor Canyon National Forest System Road 742 Reconstruction and Surfacing; Effective date of last signature, through five years; bill the US Forest Service up to $80,000
15. Closure Request; County Road #4 (Peanut Lake Road); Temporary Road Use Agreement; Elk Run 5K; 7:00 am to 1:00 pm; 9/24/2022
16. Approval for Grant Modification 003; USDS Forest Service Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest, Gunnison Ranger District; for treatment of noxious and invasive plants along rights-of-way; 6/01/22 – 10/31/2022; increased cost due to cost of treatment, added $5,287.50
17. Employment Agreement; Assistant County Attorney, Sammy Obaid
18. Approval and Signatures; Letter of Transmission for Safety Action Plan Grant application

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his report.

1. Library Update. CM Birnie reported that they were getting close to receiving a certificate of occupancy for the Library, and noted that the opening celebration would be moved to the first of October.
2. Airport Update. CM Birnie noted that they were beginning to get in some of the items that they had not been able to receive earlier. He discussed with the Board several of the features that were now going in, and also reported that RTA was starting to talk about GSX flights for the winter. Commissioner Mason added that they would need to have a conversation with Airport Manager Rick Lamport, to see if GSX wished to increase flights, and if so, to make sure it would not impede existing traffic and services.
3. Executive team changes over the last six months. CM Birnie gave an overview of the significant changes made in the County's leadership this year – a new Human Resources Director, a new Assistant County Manager for Public Works, and a new Chief Financial Officer. He observed that it was a different experience trying to hire people in comparison to what was done when he was first here years ago, but noted that he was really pleased with the new leadership and felt that they were in an exciting place with the talent they had been able to hire.

BREAK: The meeting recessed from 8:50 am until 9:43 am in order to hold the below Public Hearing.

PUBLIC HEARING; ADOPTION OF INTERNATIONAL WILDLAND URBAN INTERFACE CODE AND AMENDMENTS TO GUNNISON COUNTY LAND USE RESOLUTION:

1. **Resolution; Adopting the *2021 International Wildland Urban Interface Code* (IWUI)**
2. **Resolution; Amending the *Gunnison County Land Use Resolution***

Assistant County Manager for Community and Economic Development Cathie Pagano, and Building and Environment Health Official Crystal Lambert were present in the room for discussion and to answer any questions the Board might have.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:50 am.
2. Public Notice Confirmation. ACM Cathie Pagano confirmed that the public hearing had been properly noticed for the public, both in newspaper and on the website
3. Identify Ex Parte Communications. There were no ex parte communications identified by the Board.
4. Staff Presentation. ACM Pagano explained that the adoption process had actually started in 2019, the pandemic had put the process on pause, and then they had picked it up again in 2021. She outlined the process of hearings and meetings that they had undergone throughout the process, and noted that they had then brought everything to the planning commission as required by the County LUR. ACM Pagano stated that they were mindful of the impact on the constituents, and added that, while wildfire hazards had increased and Gunnison County was fortunate, the risk still

remained. This code would give some flexibility to fit the needs of how best to configure housing. She then went over the planning commission's recommendations with the Board.

5. Applicant Presentation. Chairperson Houck noted that they were their own applicant on this particular hearing.
6. Board Questions. The Board had questions regarding using the Gunnison County local wildfire map over another recommended map. ACM Pagano explained that the local hazard map was based on weather, topography, local knowledge, and that they had worked with fire professionals to see how to map appropriately all the areas for risk assessment. She acknowledged that the map was not perfect, but it was a tool in the toolbox to utilize, and they would be amending and adding as they go. The Board discussed at length other issues such as keeping a vegetation plan in place and how follow-up would be conducted; what happens when property changes hand, and general code reinforcement. Commissioner Smith asked about the difference in building costs and how could they make sure to help keep housing affordable. ACM Pagano informed the Board that costs were fairly negligible at the new construction cost level; however, substantial improvements might be different when trying to bring the entire structure up to code. Other topics were discussed such as: what feedback had been like from area town councils; HOAs and organization with codes in opposition to this adoption; landscaping requirements in the HOAs, and recommendations for phased requirements in order to give people time to adapt to the changes.

   HO Crystal Lambert went over a variety of materials which people can choose from, for siding and roofing that meets the requirements. ACM Pagano also noted that funding opportunities for retrofits will be looked for. Amount of time needed to implement these changes were also discussed, with ACM Pagano concluding that this would be a long-term effort that may take up to two decades to see the community effort having an effect, and further noted that the benefit is the educational outreach that will gradually integrate into the way things are done overall to prevent wildfire risks.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 9:23 am. He started with those in the room first.
   a. Present in the room – Mike Tarantino with the Colorado State Forest Service, Gunnison Field Office. Mike recommended that they should include an option for homeowners to work with private forester consultants. Also, he wished to express that the Colorado Forest Service was, overall, supportive of the plan, as it helped homeowners to recognize and maintain it. He added that these areas will not be maintainable forever, and will require updates over time, which would probably mean a review process should be written into the plan.
   b. Present via Zoom – Jamie Gomez, Executive Director of West Region Wildfire Council. Jamie recognized ACM Cathie and her team for all the community engagement and work done to bring the plan to this point. He stated that he felt vegetation management did not really change the overall hazard ratings, as they would still be in a high hazard area, and this should not be used to reduce the hazard rating. Related to the hazard rating, Mr. Gomez also highlighted that there needed to be more defense-able space in higher risk areas, and contractors available to help achieve this through an issued permit system. He cited the need for funding to go towards benefit cost analysis and retrofit studies, which would be important in gaining FEMA funding.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. ACM Pagano responded briefly to the comments made by Forester Mike Tarantino by saying that they fully expected and had planned that there would be private consultants for this process. She also felt that the idea of perhaps a 10-year life for the management plans and then a review was a very good suggestion, and they needed to take a look at this. In response to Executive Director Jamie Gomez, she noted that they could again take a look at the way the vegetation management affected part of the hazard rating, along with the amount of acreage where the building is sitting, as size of parcels did make a big difference in impact. ACM Pagano stated that this would be a conversation to have with experts. As far as the timing in the plan, she expressed that she felt they did have the timing in place to help with permitting and looking at what is needed for applicants during the permitting process.
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 9:43 am and immediately reconvened the Gunnison County Board of County Commissioners meeting.

The Board discussed their position on adopting the plan and noted that most of their questions had been answered, it felt like a good fit for the County, and that it was significant that people had not brought any negative comments. ACM Pagano stated that public comments had been more about who they should contact and how they should start the process.

Chairperson Houck thanked the Planning Commission and County staff for their work on this, and stated that the Board was ready to move forward.

Commissioner Smith then **moved** to adopt Resolution 2022-33, A Resolution Adopting the *2021 International Wildland Urban Interface Code*. Seconded by Commissioner Mason. Motion carried unanimously.

Commissioner Smith **moved** to adopt Resolution 2022-34, A Resolution amending the *Gunnison County Land Use Resolution.* Commissioner Mason seconded. Motion carried unanimously.

DRAFT COMMENTS; CRESTED BUTTE COMMUNITY COMPASS PLAN: Assistant County Manager for Community & Economic Development Cathie Pagano was present for discussion and questions from the Board.

Chairperson Houck prefaced this discussion by reminding those in attendance that the Crested Butte Community Compass group had presented the plan at the last work session in August. The Board had then asked ACM Pagano to present a draft of comments/feedback to the Town on behalf of the Board.

ACM Pagano went over the submitted draft of comments with the Board. Some of the comments included: identification of differences in community approaches to how decisions are made, both in the community and at regional/state level; future possible needs for infrastructure expansion; location of childcare and essential goods and services within Town boundaries; projects the County is currently in the planning process with, and; a request for any changes in collaboration to be commented on in clear language.

Chairperson Houck **moved** to approve the draft comments, understanding there would be some formatting changes – with the content as consistent with the discussion and work product presented in draft format – and to authorize the signatures of the full Board on the comments. Seconded by Commissioner Smith. Motion carried unanimously.

RESOLUTION; APPROVING THE GRANT APPLICATION FOR A STEWARDSHIP IMPACT GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE IMPLEMENTATION OF THE GUNNISON COUNTY SUSTAINABLE TOURISM AND OUTDOOR RECREATION COMMITTEE STEWARDSHIP PROGRAM: Assistant County Manager for Community & Economic Development Cathie Pagano also presented this item.

ACM Pagano outlined for the Board that they were applying for the Stewardship Grant with GOCO; they had received funding in 2019 from them and had recently been encouraged by GOCO to apply again. The grant would be for funding to continue the coordinator position and other projects as related to STOR, and the application required a resolution to be signed. The County portion of matching funds required would also need to be included in the budget.

After a brief discussion in favor of the application, Commissioner Mason **moved** to approve Resolution 2022-35, A Resolution Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program. Commissioner Smith seconded. Motion carried unanimously.

After the motion, Chairperson Houck noted that he had traveled to Denver with National Forest Foundation's Southwest Colorado Program Manager and Stewardship Coordinator, Joe Lavorini, in order to celebrate the 30th anniversary of GOCO. While there, he was asked by former Governor Roy Romer how GOCO funding had made a difference in Gunnison County. Chairperson Houck stated that he realized there was so much he could mention, but what especially came to mind was the fact that it serves the people of Colorado so well through the many visitors that come through our area. ACM Pagano added that $47 million from GOCO has been put into this region over the last 30 years. Commissioner Mason added that the area has received several awards for completed projects and usage of Colorado lottery funds.

LOT CLUSTER; LOT 132, BLUE MESA SUBDIVISION UNIT 1, AND ADJACENT 46.125-ACRE PROPERTY WITHIN SECTION 30, TOWNSHIP 47N, RANGE 3W; ROBERT NEWMAN; LUC-22-00037: Community Development Administrative Services Manager Beth Baker and representative for the applicant, Attorney Jacob With, were present in the room for discussion.

ASM Baker briefly outlined that the applicant wished to cluster his lot in the Blue Mesa Subdivision with an adjacent 46.125-acre lot which he also owns. All requirements had been approved, the County Attorney's office had reviewed and deemed it sufficient, and taxes were current.

Moved by Commissioner Mason, seconded by Commissioner Smith, to approve the lot cluster for Lot 132, Blue Mesa Subdivision Unit 1, and adjacent 46.125-acre property within Section 30, Township 47N, Range 3W, Robert Newman, LUC-22-00037, and authorize the signatures of the full board. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LOCATED WITHIN NW ¼ SE ¼ OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 82 WEST OF THE PRINCIPAL MERIDIAN, GUNNISON COUNTY; TAYLOR PARK LLC AND RAYMOND BEETHE; LUC-22-00015: Community Development Administrative Services Manager Beth Baker was present in the room for discussion.

ASM Baker explained that Attorney Mike Dawson, representative for applicants Taylor Park LLC and Raymond Beethe, had applied for minor boundary line adjustments involving 4 lots, each of which would remain at least an acre in size. This had all been reviewed and found sufficient by the County Attorney's Office, the taxes were current, and there were no liens.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the boundary line adjustment located within NW ¼ SE ¼ of Section 21, Township 14 South, Range 82 West of the Principal Meridian, Gunnison County, Taylor Park LLC and Raymond Beethe, LUC-22-00015, and to authorize the chair's signature on the plat. Motion carried unanimously.

BREAK: Chairperson Houck called for a break in the meeting from 10:17 am to 10:25 am, in order to be on time for the next item on the agenda.

RESOLUTION; RESCINDING THE CONTINUATION OF AN EMERGENCY IN GUNNISON COUNTY, COLORADO DUE TO THE SYLVESTER GULCH FIRE (FORMERLY THE SOMERSET COAL SEAM FIRE): Emergency Management Manager Scott Morrill and Deputy Emergency Manager Lisa Clay were both present in the room for discussion and to answer any questions from the Board.

Chairperson Houck began by explaining that this was a resolution to pull back an emergency resolution they had to make earlier in the year. EMM Morrill confirmed that the Sylvester Gulch Fire had seen no activity since July 30th, containment lines were built, an access road built to the burn site, and they were now calling the fire controlled.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution 2022-36, a resolution rescinding the continuation of an emergency in Gunnison County, Colorado due to the Sylvester Gulch fire (formerly the Somerset Coal Seam Fire). Motion carried unanimously.

APPROVAL FOR LETTER OF RECOMMENDATION FOR JOHN CATTLES; TO CHRIS PIPER, LEGISLATIVE LIAISON AND POLICY ANALYST, COLORADO ENERGY OFFICE: Assistant County Manager for Operations & Sustainability John Cattles was present in the room for discussion and to answer any questions the Board might have.

ACM Cattles explained to the Board that there are 21 representatives on the Energy Code Board – 12 appointed by the Colorado Energy Office and the rest by DOLA. He had applied to the CEO to become a rural county representative. He added that this board would be advising on the development of codes which were required to be adopted by counties across the state by 2026. He further stated that his letter was short because this was the last piece needed for acceptance to the Energy Code Board.

With no further questions, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the letter of recommendation for John Cattles to Chris Piper, Legislative Liaison and Policy Analyst at the Colorado Energy Office, and to authorize the full signatures of the Board. Motion carried unanimously.

APPOINTMENT; GUNNISON VALLEY TRANSPORTATION PLANNING REGION; ALTERNATE REPRESENTATIVE: County Manager Birnie was present to give a background on this appointment and to answer any questions the Board might have. CM Birnie explained that this appointment was for an alternate member; the position had been held up to this point by Marlene Crosby, who had just recently retired from the County. As they again desired a staff member as the alternate, CM Birnie recommended new Assistant County Manager for Public Works Martin Schmidt.

Moved by Commissioner Houck, seconded by Commissioner Smith, to appoint Martin Schmidt to the Gunnison Valley Transportation Planning Region as the alternate representative for Gunnison County. Motion carried unanimously.

RURAL WELCOMING WEEK: Commissioner Smith explained that it was Rural Welcoming Week across the nation, and this was a part of the Rural Welcoming Initiative grant. She outlined that it would kick off that weekend, September 10th, and then briefly outlined the events planned and outreach done by the City of Gunnison to engage its community partners in the event.

Commissioner Smith added that, for more long-term impact, the initiative was wanting to purchase some tote bags and stickers to give out, and they were trying to get local pricing. She then asked for funding of up to $1,500 for "You Are Welcomed Here" branding items. CM Birnie noted that they currently were off target a bit on the BOCC's discretionary funds, but that this could be done.

Commissioner Houck **moved** to approve the expenditure of up to $1,500 from the BOCC discretionary funds, supporting the Rural Welcoming Initiative. Commissioner Mason seconded. Motion carried unanimously.

UNSCHEDULED CITIZENS: There was no one present in the room or remote via Zoom to offer comments.

COMMISSIONER ITEMS:

Commissioner Mason

1. Region 10 update. Commissioner Mason announced the grand opening on September 13th from 4-6 pm, for Region 10's Small Business Development Center satellite office, located at 109 Georgia Avenue.
2. Gunnison Valley Regional Housing Authority update. Commissioner Mason stated that they had made a selection for the new Executive Director of the Housing Authority – Andy Kadlec, who had signed a letter of intent the week before, and they would now be working on getting him together with the staff at the GVRHA.
3. Presenting an update from the County at the Crested Butte Town Council meeting. Commissioner Mason informed the Board that he would be attending the council meeting that evening, and that the RV dump site issue would be brought up again here. He asked the Board for any updates or input on impact that they might have, and noted that the results of the Town's traffic mitigation would be looked at, as well as reports from TAPP. Commissioner Houck noted that he had checked on the traffic at the RV dump site when he was there throughout the summer, mostly on Sunday afternoons, and had never seen a stack up or long line there. Commissioner Houck requested that they look at the data from when the Gunnison RV dump site was closed to when it reopened, to see if there was a significant "bump" in the numbers during that time.

Commissioner Smith

1. Sales tax and Colorado Counties Inc. (CCI). Commissioner Smith attended meetings through CCI regarding online sales being difficult to identify, versus what needed to be shared back to the municipalities. She noted difficulties that the County Finance Department has, and let the Board know she had submitted a suggestion to CCI in regards to businesses needing to register with counties for online sales.
2. Cheatgrass and Habitat Restoration coordinator has been hired. Commissioner Smith informed the Board that the new coordinator, Petar Simic, had been hired, with his contract signed last Friday, September 1st. She noted that the contract would be on an upcoming consent agenda soon, and then briefly highlighted his qualifications and experience.
3. Rural Welcoming Week. Commissioner Smith reminded everyone present that the Rural Welcoming Week started September 9th. She also wanted the Board to know that Janeth Stancie from Senator Hickenlooper's office would be coming to Gunnison on the 16th to help celebrate. Commissioner Smith highlighted that she had arranged several meetings for Ms. Stancie: one with the residents of the past Country Meadows / now Ski Town mobile home park residents; one with City of Gunnison Mayor Diego Plata; and a meeting with the cheatgrass and habitat restoration group and its new coordinator, Petar Simic.
4. Southwest Colorado Opioid Regional Council (SWCORC) update. Commissioner Smith reported that the council had finalized their two-year plan, as well as a two-year action implementation plan. A facilitator had helped them develop a conceptual plan for the region and GCSAPP Program Manager Kari Commerford had met with several across the six-county region, in order to work out how best to accomplish the plan. Commissioner Smith stated that this was now ready for submittal to the state Attorney General's office.
5. Attended the International Overdose Awareness event. Commission Smith explained that this event had been held at the IOOF Park last Wednesday, August 31st. She felt this was a great way to make connections and awareness to the general public and for those that might need assistance.
6. Met the new Assistant County Attorney and his family last Friday, September 2nd. Commissioner Smith noted that Sammy Obaid brings a wealth of experience and he knows the County. County Attorney Matt Hoyt affirmed this and added that his starting date was set for November 3rd.

Commissioner Houck

1. Attended the Colorado Parks and Wildlife public presentation. Commissioner Houck noted that the presentation centered on wildlife migration corridors and really reinforced a lot of the work that the County has been doing around wildlife issues, habitat, and climate change.
2. Attended an all-day STOR committee service project in Taylor Park on August 25th. Commissioner Houck reported that while there, the Colorado Lottery had presented a Starburst award to STOR – an award that recognizes outstanding use of the lottery funds.
3. Met with GMUG Forest Supervisor Chad Stewart on August 26th. Commissioner Houck reported that they had met in Montrose to go over the Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest plan revisions and comments submitted by Gunnison County. He stated that the final plan was going through its final revisions, based on all the comments given during the public comments process. CA Hoyt also let the Board know that an email from that morning had specified a release date of early spring 2023 for the final plan.
4. Met in Denver last week with representatives of the Department of Natural Resources. Commissioner Houck stated that he was able to go over the Gunnison Sage-grouse BLM Resource Management Plan, the GMUG Forest Plan revisions, CORE Act, and other issues while there.
5. Participated with Jim Cochran for the first agency call on the Gunnison Sage-grouse BLM Resource Management Plan revisions. Commissioner Houck let the Board know that he had submitted comments on behalf of the BOCC on Thursday of last week, and then shared a brief outline of the scoping comments submitted. He noted that Jim Cochran had been retained to help Gunnison County with the revisions.
6. Attended the GOCO (Great Outdoors Colorado) 30th anniversary celebration last Thursday. Commissioner Houck highlighted the many ways that GOCO funds had been utilized in Gunnison County, and then shared that someone at the event had told him they appreciated that Gunnison County has shared their information freely with others and provided guidance when requested.
7. Met with Michael Plant from Western Colorado University last Friday. Commissioner Houck reported that he met with Michael in order to work on the Gunnison Valley Promise; he expressed the County's continued interest in this and added that he would like to talk with him again in 2023 for another progress update.
8. Out of town for a week. Commissioner Houck reminded everyone present that he would be gone for a week to Montana, but should be accessible and able to attend the meeting on September 20th.
9. Floral arrangement for C.J. Miller's funeral service next Saturday at the Fred Field Center. Commissioner Houck requested that a floral arrangement be sent for the service on behalf of the Board and the County. He gave a brief highlight of some of the ways that C.J. had served the County over the years, and expressed his deep appreciation.

RECESS: Chairperson Houck recessed the regular meeting at 11:06 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402 (4)(E)(I): DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS RELATED TO REAL PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO: Chairperson Houck **moved** to go into Executive Session Pursuant to Colorado Revised Statute § 24-6-402(4)(e)(I), determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations related to real property located in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 11:08 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(e)(I).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. § 24-6-402(4)(e)(I) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. § 24-6-402(e)(I).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:44 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic and received legal advice from their attorney. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck thanked CA Hoyt for his legal perspective and guidance and then gave direction to CM Birnie to continue to work on this opportunity under the parameters set forth with the Board, adding in closing that there were no decisions to be made at that time.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Regular Meeting at 11:45 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-33

A RESOLUTION ADOPTING THE *2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE*

WHEREAS, pursuant to C.R.S §38-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") previously adopted the 2015 editions of the "International Building Code", the "International Residential Code", the "International Mechanical Code", the "International Fuel Gas Code", and the "International Energy Conservation Code"; and

WHEREAS, the Board has reviewed the 2021 edition of the International Wildland Urban Interface Code (WUI Code); and

WHEREAS, the Board has determined that adoption of the 2015 Building Codes with certain changes, amendments and substitutions, establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and provide safety to fire fighters and emergency responders during emergency operations; and

WHEREAS, the Gunnison County Planning Commission has reviewed and certified to the Board the 2021 WUI Code with the recommended changes, amendments and substitutions; and

WHEREAS, a public hearing on this matter was held by the Board on the September 6, 2022; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the following are hereby adopted for the unincorporated area of Gunnison County:

1. The International Wildland Urban Interface Code, 2021 Edition, with the amendments as set forth in Exhibit "A" attached hereto and incorporated herein.
2. The International Wildland Urban Interface Code, 2021 Edition shall apply upon recordation of this resolution to all land use change permits classified as major or minor impact in Gunnison County.
3. The International Wildland Urban Interface Code, 2021 Edition shall apply to all new building permit applications beginning January 1, 2023. INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 21st day of June 2022.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

Exhibit A

2021 International Wildland Urban Interface Code

Proposed Gunnison County Amendments

Section 402.1.1 Access. Delete entire section. The current access requirements and standards throughout Gunnison County will continue to be utilized.

Section 402.2 Individual structures. Delete "Section 402.2.1 and". Current access requirements will continue to be utilized.

Section 402.2.1 Access. Delete entire section. Current access requirements will continue to be utilized.

Section 403 Access. Delete the following sections: 403.1 Restricted access, 403.2 Driveways, 403.2.1 Dimensions, 403.2.2 Length, 403.2.3 Service limitations, 403.2.4 Turnarounds, 403.2.5 Turnouts, 403.2.6 Bridges, 403.3 Fire apparatus access road, 403.7 Grade.

Section 404.2 Water sources. Amend to the following and delete everything else: "The water source location shall be reviewed and approved by the code official."

Section 404.6 Fire department. Delete entire section.

Section 502.1 General. Amend to say the following: The fire hazard severity of building sites for building hereafter constructed, modified or relocated into wildland-urban interface areas shall be established in accordance with the *Community Planning Assistance for Wildfire "Final Recommendations for Gunnison, CO 2019"* report, specifically the *Local-Level Wildfire Hazard data and* map.

Table 502.1 Fire Hazard Severity. Delete table.

Section 502.2 Fire hazard severity reduction. Amend to say the following: The fire hazard severity identified through Section 502.1 is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

Section 502.2 Fire hazard severity reduction. Add the following sentence:
It is strongly encouraged that a vegetation management plan prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service, West Region Wildfire Council, and local fire districts.

Table 503.1 Ignition-Resistant Construction. Replace "Extreme Hazard" with "Very High Hazard". This is to ensure consistent terminology with the *Community Planning Assistance for Wildfire "Final Recommendations for Gunnison, CO 2019"* report.

Add new Section 603.2.4 Hardened zone. 0-5 feet minimum from the structure shall be a hardened zone designed to prevent flames from coming in direct contact with the structure. Use nonflammable, hard surface materials in this zone, such as rock, gravel, sand, cement, bare earth or stone/concrete pavers.
Table 603.2 Required Defensible Space. Replace "Extreme hazard" with "Very High hazard".

Appendix B Vegetation Management Plan. Adopt Appendix B and add the following sentence to Section B101.1: It is strongly encouraged that a vegetation management plan prepared by a qualified wildfire professional, including but not limited to, the Colorado State Forest Service, West Region Wildfire Council, and local fire districts.

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-34

A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*

WHEREAS, pursuant to the *Gunnison County Land Use Resolution* ("the *Resolution*"), Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the Resolution, and

WHEREAS, pursuant to Section 1-113, the Community Development Department and Planning Commission have initiated and completed review of proposed amendments as required by the *Resolution*; and

WHEREAS, Section 29-20-104(1)(a) of the Local Government Land Use Control Enabling Act grants Gunnison County the authority "to plan for and regulate the use of land by . . . [r]egulating development and activities in hazardous areas."

WHEREAS, the Planning Commission on July 7, 2022, forwarded its written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on September 6, 2022; and pursuant to Section 1-113 of the Resolution evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County
- Changed conditions, including the economy of Gunnison County
- Effect of the proposed amendments on the natural environment
- Community needs
- Development pattern
- Changes in applicable law
- Public health, safety and welfare
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments of the Gunnison County Land Use Resolution as included on the attached "Exhibit A."

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

EXHIBIT A
GUNNISON COUNTY *LAND USE RESOLUTION*
DRAFT AMENDMENTS

SECTION 1-112: USE OF MAPS

Gunnison County uses the following maps as general sources of information to provide initial guidelines for siting development, and for alerting the County, the applicant and the public about the physical characteristics of a parcel and the area in which it is located. Site-specific studies may be required of individual parcels to determine individual characteristics more definitively, and how they may affect a development proposal.

A. MAPS ADOPTED. Gunnison County hereby adopts the following maps in this *Resolution*, as if they were actually included as illustrations in the *Resolution*. These maps may be updated from time to time, pursuant to Section 1-112: B: *Adoption of New or Updated Maps.*

1. FLOODPLAIN MAPS. National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013, and as more specifically adopted in Section 11-103: E: *Official Maps*.
2. GUNNISON COUNTY ROAD MAINTENANCE MAPS. Maps of roads within Gunnison County, designating roads maintained and/or plowed by Gunnison County (dated April 1997, as amended).
3. GUNNISON SAGE-GROUSE HABITAT MAP. Gunnison County map that depicts private lands located within areas defined as Gunnison Sage-grouse habitat, as currently adopted by the Board.

B. ADOPTION OF NEW OR UPDATED MAPS. New or updated maps may be adopted by Gunnison County from time-to-time to reflect new studies, to correct map designations, or to otherwise replace or augment the floodplain, road maintenance and other maps. The adoption of a new map or the amendment of any adopted map shall be accomplished by amending or adding the reference to the map in this Section and by following the process and standards of Section 1-113: *Amending This Land Use Resolution.*

C. MAPS TO BE USED AS REFERENCES. Gunnison County may use the following and other maps as they may be amended as general references. Amendment or other update by the agencies that prepared them requires no action by the County.

1. WILDFIRE HAZARD MAPS. Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW) and as they may be amended from time to time.
2. SOILS MAPS. Soil Survey Maps prepared by the Natural Resource Conservation Service (Soil Conservation Service).
3. GEOLOGIC HAZARD MAPS. Geologic Hazard Maps prepared by the Colorado Geologic Survey.
4. WILDLIFE MAPS. The Wildlife Resource Information System (WRIS) and National Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife, and the Gunnison Basin Sage Grouse Habitat Maps (in the *Gunnison Sage Grouse Conservation Plan*), or their successors.
5. WETLANDS MAPS. Wetlands identification maps for lands around the Town of Crested Butte prepared by David Cooper, PhD: Ecologist, in cooperation with the U.S. Environmental Protection Agency.

ARTICLE 2: DEFINITIONS

WILDFIRE HAZARD AREA means an area where potential wildfire phenomenon is so adverse to past, current or foreseeable construction or development that it constitutes a significant potential hazard to public health and safety or to property. Such areas may be shown on maps pursuant to Section 1-112: C: *Maps To Be Used As References* :

- LANDSCAPE-LEVEL WILDFIRE HAZARD This scale represents the likelihood (probability) of a fire occurring and the intensity of the fire at the landscape level based on the inherent landscape characteristics, including broad existing vegetation, biophysical settings, fire regimes, and fire histories. The landscape-level hazard assessment is delineated into the following rankings:
    - MODERATE
    - HIGH
    - VERY HIGH

The factors influencing these rankings can be used to determine the potential landscape-level exposure that a development will be subject to. The ranking at this scale is difficult to change at the local/parcel level. Mitigation affecting change at this scale is typically done by large-scale disturbances such as insect mortality, fires, or landscape-level mitigation.

- LOCAL-LEVEL WILDFIRE HAZARD This scale is based on an extreme event (worst fire days). This does not show the likelihood of a fire occurring but does show where fires are likely to burn at high intensity. For example, a fire that starts in an area where the local hazard is high can spread fast and burn at high intensity creating significant wildfire exposure to any structures in the area. The same rankings used at the landscape scale are used at this local scale:
    - MODERATE
    - HIGH
    - VERY HIGH

WILDFIRE-RELATED TERMS INCLUDE:

- FIRE CHIMNEY means a steep, narrow drainage or ravine that generally confines smoke and heat along with natural convection currents and thus causes rapid upward increases in fire spread and intensity.
- FUEL means vegetation, debris, or other substances that will support combustion in a wildfire hazard area.
- FUELBREAK means a strategically-located strip of land that may vary in width, on which vegetation and other fuels have been modified to reduce the rate of potential fire spread, so that fire suppression forces can be used in relative safety to control a wildfire. Examples of fuel-breaks include provision for all-wheel-drive access, greenbelts, open space, forest openings, riding and hiking trails, and underground utility corridors.
- LADDER FUELS means fuels arranged between two separate fuel layers, including between the forest floor and tree canopies that provide vertical continuity, and thereby support fire spread in a vertical direction.
- SLASH means vegetative debris left after cutting or clearing operations in forest or brush areas that require treatment to reduce wildfire hazard.

WILDLAND URBAN INTERFACE (WUI) means any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of fire through the combined fuel complex. The WUI is illustrated in the CPAW map titled, "Gunnison County Wildland Urban Interface."

- WUI Intermix: Areas with ≥1 house per acre and ≥50 percent cover of wildland vegetation. These areas have a potential for exposure to radiant and convective heat, as well as airborne embers.
- WUI Interface: Areas with ≥1 house per acre and ≤50 percent cover of vegetation and within 1.5 mi of area with >= 75% wildland vegetation.
- Non- WUI Vegetated (no housing): Areas with ≥50 percent cover of wildland vegetation and no houses (e.g., protected areas, steep slopes, mountain tops).

Section 7-201: I.2.d. WILDFIRE HAZARD MAPS. Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW).

11-104: G.6.e. DEVELOPMENT PROHIBITED. Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a very high wildfire hazard area, pursuant to Section 11-104: C: *Applicability.*

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS

A. PURPOSE. There are certain types of lands in Gunnison County that may be hazardous to human life and safety and to property due to their potential for wildfire. The purpose of this Section is to ensure that development avoids these hazard areas whenever possible. When avoidance is not possible, to provide standards to reduce or minimize the potential threats that wildfire may pose to the safety of occupants, their property, and emergency service personnel.

B. APPLICABILITY. The requirements of this Section shall apply to any development in areas designated as wildfire hazard areas on the Wildfire Hazard Maps, and in areas where the Colorado State Forest Service or the designated fire district determines that there is the potential for a proposed development to be threatened by a wildfire hazard.

C. MAPS INCORPORATED. The Gunnison County Wildfire Hazard Maps, prepared by Community Planning Assistance for Wildfire, and Gunnison County GIS, shall be used as references for determining when parcels are located within wildfire hazard areas, pursuant to Section 1-112: *Use of Maps.* Where areas have not been mapped, review and analysis by the Colorado Forest Service shall determine the status of wildfire hazards. Copies of the maps are available on www.gunnisoncounty.org.

D. REFERRAL TO AND REVIEW BY COLORADO STATE FOREST SERVICE. The Community Development Department may submit any application to the Colorado State Forest Service, West Region Wildfire Council, or local fire district for review and comment, to use the expertise and judgment of that agency to evaluate the severity of potential wildfire hazards related to the proposed land use change, and to determine the appropriate avoidance or mitigation.

E. REFERRAL TO AND REVIEW BY APPLICABLE FIRE PROTECTION DISTRICT. When a Land Use Change Permit is sought in an area located within a specific fire protection district the Community Development Department may submit the application to that District for review and comment to use the District's expertise and judgment to evaluate whether the development has included design elements compatible with adopted District standards, and to recommend how the development can best provide fire prevention and suppression.

F. STANDARDS. The following standards shall apply to land use changes in all wildfire hazard areas:

   1. GENERAL STANDARD. All new construction, substantial improvement, use, fill, encroachments, alteration, fuel modification or treatment, except utility lines, on or over any portion of a wildfire hazard area, shall be designed so it does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel composition. Development that subjects persons (including emergency service personnel and residents of neighboring properties) to undue dangers, or that will result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created

by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

2. PROHIBITED LOCATIONS FOR DEVELOPMENT. Development shall not be located in any area designated as having very high wildfire hazard that also has slopes greater than 30 percent. Development shall also not be located in a fire chimney, as identified by the Colorado State Forest Service.

3. DEMONSTRATE COMPLIANCE WITH THE *INTERNATIONAL WILDLAND URBAN INTERFACE CODE* (IWUIC), AS ADOPTED AND AMENDED BY GUNNISON COUNTY. All land use change applications shall comply with the standards set forth in the County-adopted version of the *International Wildland Urban Interface Code*.

    a. NOT CAUSE ADVERSE IMPACTS. When mitigating a wildfire hazard pursuant to this Section, applicants shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

4. LOCATION IN A FIRE PROTECTION DISTRICT. All developments located in a specific fire protection district shall comply with the fire suppression requirements of that District, when those requirements are recommended by the District, and when determined by the County to be appropriate. When the District's standards conflict with County standards, the County shall only enforce the County standards.

6. WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS. Development shall comply with the following standards. Assurances as to compliance with these standards shall be addressed in a recorded, permanent protective covenant enforceable by the County.

    a. FUEL MODIFICATIONS. If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, that can be reduced to lower hazard ratings, in accordance with the adopted International Wildland Urban Interface Code, through thinning, clumping, reduction of "ladder" fuels (vegetation that may allow a fire to burn from ground level to lower tree branches), removal of hanging limbs near chimneys, creation of defensible space around structures, or other such modifications, then such modifications shall be accomplished and maintained by the applicant and or applicable homeowner's association.

    b. FUEL BREAKS. Practical fuel break systems shall be installed as needed in locations that are approved by the Colorado State Forest Service.

    c. IGNITIION RESISTANT CONSTRUCTION MATERIALS. If the proposed development includes areas that are within a wildfire hazard area as mapped on Gunnison County Wildfire Hazard Maps, construction materials that are ignition resistant shall be allowed and encouraged within the protective covenants.

7. SAFETY AREAS IN RESIDENTIAL DEVELOPMENT. Areas designated by the applicable fire protection district as temporary public evacuation areas during fires shall be indicated by permanent signs along roads in developments. These areas shall also be designated on a final subdivision plat or final development plan for any development that is classified as a Major Impact Project.

8. CUL-DE-SACS. Cul-de-sacs shall not cross major draws, canyons, or gullies conducive to fire spread, nor shall cul-de-sacs terminate in such draws, canyons or gullies. Cul-de-sacs shall have a turn-around pad at the end with a minimum radius of 45 feet and an all-weather gravel or paved surface of a minimum of 45 feet. Dead end roads without turn-around areas shall be prohibited.

9. ROAD RIGHT-OF-WAY CLEARING. All roads shall be cleared and maintained four feet from each edge of the road surface in the right-of-way, so they are free from all living or dead flammable materials.

10. ROAD GRADE. All dedicated roads shall meet the minimum and maximum grade standards pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

11. CLEAN-UP OF SLASH. To minimize wildfire hazards and to avoid insects and diseases, the following actions shall be accomplished:

    a. ROAD SLASH. All cut combustible materials, vegetative residues, including fallen or cut trees and shrubs, pulled stumps, or other such flammable debris shall be disposed of by either chipping or removal from development roadside strips. These strips shall be 100-foot wide areas that parallel each side of the road, measured outward from the edge of the road right-of-way.

    b. SLASH AROUND HOMES. All vegetative residue, slashing, branches, limbs, stumps, roots, or other flammable debris shall be disposed of from around the home site areas by either chipping or removal before final building inspection approval. Home site areas shall include all areas of the lot in which the materials are generated or deposited.

    c. FILLS. Compacting slash and debris into roadbed fill areas shall be prohibited, but such materials may be buried in the road right-of-way outside the roadbed provided that the burial is done to minimize the potential for erosion.

12. COMPLY WITH FIRE PROTECTION STANDARDS. Developments in wildfire hazard areas shall also comply with the standards of Section 12-107: *Fire Protection.*

G. WARNING AND DISCLAIMER. As a condition of approval of the proposed land use change, the applicant shall sign the following warning and disclaimer that shall be included on the Final Plat of a subdivision, or within the applicable recorded document that approves the Land Use Change Permit:

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS
AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"I/We_____ (owner(s) of property) on behalf of myself/ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

H. OWNERS SHALL BE RESPONSIBLE. Property owners who develop in, or have access through, areas subject to wildfire hazards shall be required to construct, implement, maintain, monitor, improve and bear the cost of their development's proportionate share of all reasonable measures necessary to mitigate any wildfire-related hazard created by such development.

SECTION 12-105: WATER SUPPLY

A. GENERAL STANDARD. All land use changes for Minor or Major Impact Projects, for which water is a required and necessary element of the development, shall provide a water supply that is legally and physically adequate in terms of quality, quantity, dependability, and pressure for the proposed development. In making its determination as to whether the proposed water supply will be adequate for the proposed use, the decision-making body shall consider the recommendations of the Colorado Division of Water Resources, the Gunnison County Environmental Health Official and other County staff, or consultants engaged by the County and the applicant.

B. CONNECTION TO EXISTING SYSTEMS. It is the policy of Gunnison County to encourage land use changes to use existing water supply systems, especially those paid for in whole or in part by the sale of municipal, county, special district, or other political subdivision bonds. When an existing water supply system can provide a documented legal and physically sufficient source of water for a proposed use pursuant to this *Resolution*, an applicant for a Land Use Change Permit shall be required to connect to the existing system and to install those water lines and other appurtenances necessary to make the water supply available at the property line of each lot in the development in the following circumstances:

1. LOCATED WITHIN 400'. The proposed land use change is located within 400 feet of a component of an available existing water supply system; or

2. LOCATED WITHIN AN URBAN SERVICE AREA. The proposed land use change is located in a designated urban service area and it is determined that it is feasible, logical, and consistent with applicable municipal, district and county plans, to connect the development to the water supply system serving the area. If it is determined that it is premature to connect the development to the system at the time of the Land Use Change Permit approval, the County may require, as a condition of approval, that assurances be given, including granting of easements, and/or commitments to pay for or construct specified improvements, to ensure that when it is timely to connect the development to the water supply system, this can feasibly occur.

C. EXISTING SYSTEM NOT ACCESSIBLE. Where an existing water supply system approved by the Colorado Department of Public Health and Environment is not reasonably accessible or connection to it is not feasible, the applicant shall implement one of the following options:

1. INSTALL WATER SUPPLY SYSTEM. Install a water supply system, with water lines to each lot, the design, construction, maintenance and operation of which complies with the County's regulations and with the standards of the Colorado Department of Public Health and Environmental Resources; or

2. SUBMIT EVIDENCE OF ADEQUACY OF INDIVIDUAL SUPPLIES. Submit evidence satisfactory to the County that adequate individual water supplies that comply with the standards of the Colorado Department of Public Health and Environment and Gunnison County will be available to each lot in the proposed development. The County may refer the application to the Colorado Division of Water Resources for comments on the adequacy of the proposed supply.

D. CALCULATION OF ADEQUACY OF SUPPLY. The legal and physical adequacy of the water supply for a proposed water supply for a land use change proposed as a Major Impact shall be calculated based on the total planned development at full buildout, and for year-round use, using standard engineering practices. Fire flow requirements shall be related to the location and character of the development, and shall comply with the standards of Section 12-107: *Fire Protection*. Calculation shall be based on the following:

1. ESTIMATED AVERAGE DAILY DEMAND. Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based on 350 gallons per day (gpd) per residence.

2. ESTIMATED MAXIMUM DAILY DEMAND. Estimated maximum daily demand based on using three times the average daily demand.
3. ESTIMATED PEAK HOUR DEMAND. Estimated peak hour demand based on using six times the average daily demand.
4. ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES. The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.
5. WATER SUFFICIENT FOR LANDSCAPING. As may be required by Section 13-111: *Landscaping and Buffering* each use shall have adequate water to supply required landscaping. Amounts shall be calculated using the irrigation water criteria in Section 12-105: D. 5. a. 1: *Estimated Demand*.
    a. IRRIGATION WATER CRITERIA. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*.
        1. ESTIMATED DEMAND. Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.
        2. ESTIMATED ACREAGE. Estimated acreage to be irrigated.
6. ADEQUATE AND RELIABLE WATER SUPPLY. A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.
    a. COMPLIANCE WITH International Wildland Urban Interface Code (IWUIC) WATER SUPPLY REQUIREMENTS. The applicant shall provide evidence that the proposed water supply complies with the applicable standards of the IWUIC.
    b. NFPA CLASSIFICATIONS MAY BE REFERENCED. To determine the requirements for an adequate and reliable water supply specific to the development, the County may refer to current standards as published by the National Fire Protection Association including the *Occupancy Hazard Classification and Construction Classification Tables* within the *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
    b. COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS. The applicant shall provide evidence that the distribution system and storage system are capable of meeting the requirements of the applicable fire protection district, and shall be located on the same site for which development is proposed. When the District's standards conflict with County standards, the County shall only enforce the County standards.
    c. MINIMUM REQUIREMENTS MAY BE INCREASED IF CONDITIONS ARE UNIQUE. The County may determine during the permit application review that additional water supplies are required for fire suppression purposes, considering particular conditions such as the following:
        1. LIMITED FIRE DEPARTMENT RESOURCES. Available equipment is not sufficient to provide suppression for proposed heights of buildings, or there are similar limitations.
        2. EXTENDED FIRE DEPARTMENT RESPONSE TIME. The time reasonably expected for response from the closest fire protection district facility will likely exceed the amount of time in which a structure may be saved.
        3. LIMITED ACCESS. Existing roadways are narrow, of particularly steep grade, existing bridges are not constructed to accommodate emergency vehicles, or no traversable roadways exist from collector roads.
        4. HAZARDOUS VEGETATION. Vegetation that because of its physical characteristics is likely to contribute to the intensity or quick travel of fire.
        5. UNUSUAL TERRAIN. Slope, aspect and elevation create chimneys or similar configurations such that fire is likely to travel quickly.
        6. SPECIAL USES. Uses proposed within the Land Use Change Permit application involve hazardous products, or processes.
    d. IDENTIFYING WATER SOURCES. An indicator, reasonably visible in winter and approved by the applicable fire protection district, shall be installed at each location where water may be extracted, and identifying the site for fire protection district emergency use.
    e. SECONDARY WATER SUPPLY. Determination that a secondary water supply is necessary for purposes of fire suppression may be requested from the applicable fire protection district; the County will decide whether that secondary supply shall be required.

SECTION 12-107: FIRE PROTECTION

A. APPLICANT SHALL CONTACT FIRE PROTECTION DISTRICT. It is required that an applicant for a land use change permit that is located in a specific fire protection district contact the district before submitting the application, for the purpose of being informed of the District's design and construction standards that will apply to the application.

   1. PROTECTIVE COVENANTS. When a land use change that is a subdivision is proposed within a specific fire protection district, subdivision protective covenants shall include language ensuring compliance with the requirements of the applicable fire protection district and giving the applicable district the authority to enforce those provisions.

   2. COUNTY STANDARDS APPLY. When the District's standards conflict with County standards, the County shall only enforce the County standards.

   3. PROPOSED LAND USE CHANGE OUTSIDE OF ANY DISTRICT. When a proposed land use change lies outside of any District boundaries, then the applicant shall contact the nearest such District.

      a. MAJOR IMPACT PROJECT. As a condition of approval of a proposed Major Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District.

      b. MINOR IMPACT PROJECT. As a condition of approval of a proposed Minor Impact Project outside of District boundaries, the County may require the applicant to provide evidence that the property will be annexed to the applicable District, or that a service agreement has been entered into between the applicant and the District, or the applicant shall meet one of the following requirements:

         1. INSTALL SPRINKLER SYSTEM. The applicant shall install a sprinkler system in any structure proposed for habitation, subject to standards of and approval by the applicable fire protection district; or

         2. SUBMIT WAIVER OF LIABILITY. The applicant shall submit a signed Warning and Waiver of Liability releasing the County and the applicable fire protection district as part of the application.

B. STANDARDS FOR VEHICLE ACCESS. All sites proposed for land use changes shall provide access that is sufficient for emergency vehicles, and for service and other vehicles that need access to the property, except when the site is a patented mining claim, is an inholding within state or federal lands, or it was created before the effective date of this *Resolution;*

   1. SEPARATED TWO POINTS OF ACCESS ON PRIMARY ROADS. All subdivision filings shall provide two or more points of dedicated access on primary roads that permit adequately separated ingress/egress, unless an alternative design for a single access point can afford similarly safe access.

   2. CULVERTS AND BRIDGES. Any culverts or bridges that are installed or built as part of a development shall be capable of supporting the maximum legal load allowed by Colorado Department of Transportation load factor ratings.

   3. TURNAROUNDS. A turn-around of 45' radius shall be included if determined by the applicable fire protection district to be necessary to accommodate emergency vehicles.

C. SIGNAGE AND ADDRESSING. All sites for proposed land use changes shall be signed and marked with address markers in accordance with the standards of the IWUIC.

D. FIRE SUPPRESSION. All development shall comply with the standards of the International Wildland Urban Interface Code including NFPA 1141 and 1142.

E. OTHER FIRE SUPPRESSION SYSTEMS. Other fire suppression systems may be required as necessary, after consultation with the applicable fire protection district.

F. FITTINGS AND CONNECTIONS. All fittings and connections for the components of the fire protection system shall be provided at the cost of the developer and shall be compatible with specifications established by the applicable fire protection district. All such equipment shall be required to be tested in accordance with the Development Improvement Agreement and in cooperation with the applicable fire protection district.

G. WILDFIRE HAZARD AREAS. Developments proposed in areas that may be subject to wildfire hazards shall also comply with the applicable standards of Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

SECTION 13-111: LANDSCAPING AND BUFFERING

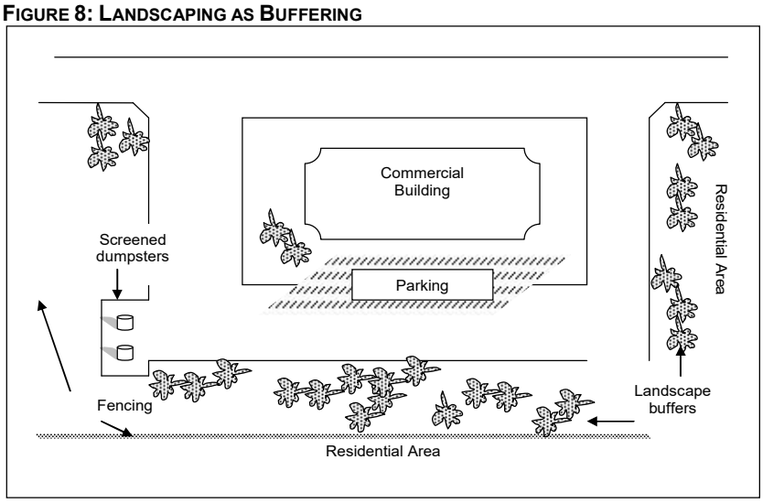
A. APPLICABILITY. This Section shall apply to all Land Use Change Permits except for mining operations.

B. GENERAL. Proposed land use changes shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters, and paving materials.

C. NEW RESIDENTIAL LAND USE CHANGES. Plant materials or landscaping elements shall be required throughout any new residential subdivision where desirable or necessary for privacy or buffering from other land uses.

D. NON-RESIDENTIAL LAND USE CHANGES. To the maximum extent feasible, areas of the site that are not occupied by buildings and required improvements shall be landscaped by retaining, maintaining, or planting native grasses, ground cover, shrubs, and trees.

FIGURE 8: LANDSCAPING AS BUFFERING



E. LANDSCAPING PLAN. Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial or other non-residential use that is classified as either a Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact*. Information is available from the Colorado State Forest Service to assist in designing a landscaping plan that minimizes the potential for wildfire hazard. The landscaping plan shall comply with the standards of the Gunnison County adopted International Wildland Urban Interface Code. The plan shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

1. AMOUNT OF LANDSCAPING REQUIRED. At least one tree and three shrubs shall be provided per each 500 sq. ft. of the area that is shown as being landscaped on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment.

2. PROTECTION OF EXISTING VEGETATION. No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

3. RESTORATION WITH NATIVE PLANT MATERIAL. The County requires native plant materials in the portion of the East River Corridor to the Gothic Townsite, as delineated within a map that can be obtained from the Public Works Department, but otherwise may require planting native trees or other native plant material where natural trees or vegetation are destroyed by grading or other construction work, or where existing vegetation is inadequate to mitigate visual impacts of a land use change. Substantial disturbances of the land created by construction of structures, roads, water, or wastewater treatment facilities, drainage control systems, installation of utilities, or other improvements shall be restored, pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

4. VISIBILITY. To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

5. ALLOWANCE FOR SNOW STORAGE AND PLOWING. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

F. SITE PROTECTION.

1. TOPSOIL PRESERVATION. Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the land use change. Such surfaces shall be stabilized by seeding or planting.

2. REMOVAL OF DEBRIS. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to any applicable regulation.

   a. RETAINING DEADWOOD FOR WILDLIFE HABITAT. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

3. SLOPE PLANTINGS. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

G. PLANTING SPECIFICATIONS.

1. MINIMUM TREE/SHRUB SIZES. When landscaping is included as an element of site design, and/or required by the County in the approval of a Land Use Change Permit, deciduous trees shall have at least a two-inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of the land use change and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the developer for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the developer no later than the following planting season.
2. PLANT SPECIES. A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

H. TIMING. All landscaping shall be installed no later than one growing season after substantial completion of the development or land use change.

I. SITE-SPECIFIC SELECTION. The type and amount of landscaping shall be allowed to vary with the type, size and impact classification of land use change proposed. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected, in consideration of site-specific environment, soil conditions, and the legal and physical availability of water. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

J. WATER CONSERVING LANDSCAPING. Use of xeriscape plantings is recommended when suitable to the altitude and location of the proposed land use change.

K. USE OF NON-TREATED WATER. Use of water that has not been processed through a water treatment plant is encouraged.

L. LANDSCAPE ADJACENT TO BUILDINGS. Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space required by the Gunnison County adopted International Wildland Urban Interface Code.

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-35

A RESOLUTION APPROVING THE GRANT APPLICATION FOR A STEWARDSHIP IMPACT GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE IMPLEMENTATION OF THE GUNNISON COUNTY SUSTAINABLE TOURISM AND OUTDOOR RECREATION COMMITTEE STEWARDSHIP PROGRAM

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County Stewardship Program on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested $300,000 from Great Outdoors Colorado to implement the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted on this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-36

A RESOLUTION RESCINDING THE CONTINUATION OF AN EMERGENCY IN GUNNISON COUNTY, COLORADO DUE TO THE SYLVESTER GULCH FIRE (FORMERLY THE SOMERSET COAL SEAM FIRE)

WHEREAS, on July 21, 2022, the Gunnison County Manager, pursuant to Gunnison County Resolution 2020-11 and applicable law, declared an emergency due to the continued hazards surrounding the Sylvester Gulch Fire; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the Board of County Commissioners of the County of Gunnison has the authority to order the declaration, continuation, or termination of a local disaster emergency, and

WHEREAS, on July 26, 2022, the Board of County Commissioners of the County of Gunnison, determined there was an on-going threat to the public health, safety and welfare of Gunnison County residents and the public at large; and

WHEREAS, due at least in part to the foregoing, the Board of County Commissioners of the County of Gunnison continued the emergency declaration, via resolution 2022-27; and

WHEREAS, there has been no fire activity in the fire area since July 30, containment lines have been established on the fire perimeter, the road to the fire area has been completed, and a plan is in place to pump concrete and mud into the coal seam vent; and

WHEREAS, due to the foregoing, on August 16, 2022, the Colorado Division of Fire Prevention and Control deemed the Sylvester Gulch Fire as controlled; and

WHEREAS, on August 22, 2022, due to the foregoing, the Ragged Mountain Fire Protection District rescinded its emergency declaration for the fire and rescinded its delegation of the fire to the Gunnison County Sheriff;

NOW, THEREFORE, IT IS DIRECTED:

It is hereby declared that there is no longer a disaster emergency due to the Sylvester Gulch Fire;

1. Resolution 2022-27, which continued the emergency declaration, is hereby rescinded.

Dated this 6th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: September 20, 2022 Regular Meeting

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, a draft of the regular meeting minutes for September 20, 2022

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 20, 2022

The September 20, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

ALCOHOL BEVERAGE LICENSE #26-34997-0000; TRE AMICI CORP DBA GARLIC MIKE'S; EFFECTIVE DATES 9/14/2022 – 9/14/2023: **Moved** by Commissioner Houck to approve the Alcohol Beverage License #26-34997-0000 for Tre Amici Corporation dba Garlic Mike's, as presented. Commissioner Smith seconded. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:32 am.

AGENDA REVIEW: There were no changes needed to the agenda.

SCHEDULING: There were no changes needed to the schedule. Commissioner Houck noted they needed to talk about the September program for Mayors & Managers, which was being hosted by Gunnison County. A brief discussion followed with suggestions for topics by all the commissioners. Commissioner Mason added that he might not be present for the work session meeting on October 11th, because of school fall break.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Chairperson Mason to approve the consent agenda, as presented. Motion carried unanimously.

1. Acknowledgement of County Manager's signature; Professional Services Agreement; ValueWest, Inc; for professional commercial valuation services for all Gunnison County property classified as Commercial or Industrial; 9/6/2022 - 12/31/2024; $15,000 for 2022, $44,400 for 2023, $44,400 for 2024
2. Approval for grant submission; Emerging and Expanding Child Care Grant Program; Gunnison-Hinsdale Early Childhood Council; to expand access and availability of licensed child care; 10/01/2022 – 12/31/2026; $18,793
3. Approval for Temple Hoyne Buell Foundation grant; Gunnison-Hinsdale Early Childhood Council; for infrastructure and systems building; 9/01/2022 – 8/31/2023; $30,000
4. Approval for Core Services Agreement Amendment No. 4; ELAP Services, LLC; for negotiation and independent dispute resolution services to Gunnison County's Colorado Employee Medical Benefit Plan; Amendments Effective 1/01/2022
5. Approval for Easement Agreement; City of Gunnison; granting easement to the City in order to create a public right of way over and across realigned Quartz Street; for the new public library location
6. Approval for Professional Services Agreement; Petar Simic; for services regarding Cheatgrass and Habitat Restoration; 10/03/2022 – 9/29/2023
7. Approval for Department of Local Affairs (DOLA) 2022 Search and Rescue End-of-Year Award; Gunnison County Sheriff's Office; for purchase of search-and-rescue-related equipment and training; expires 6/30/2023; $20,632
8. Approval for Town of Crested Butte Grant Application; for Gunnison County Substance Abuse Prevention Project (GCSAPP) Youth Programming; application deadline 9/30/2022; $10,000
9. Approval for Mt. Crested Butte Community Grant Application; for Gunnison County Substance Abuse Prevention Project (GCSAPP) Youth Wellness program; application deadline 10/03/2022; $5,000
10. Approval for Two (2) Rocky Mountain Health Foundation Grant Applications; 1) Gunnison County Department of Health and Human Services – for senior services and general health navigation services; and 2) Gunnison County Community Health Coalition – for Coordinator staff support; applications deadline 9/23/22; $50,000 each
11. Approval for Base Agreement Between Jviation, A Woolpert Company and Gunnison County; Engineering Services for multiple Airport projects; Effective date of signing, up to 5 years; Payment using Billing Rate Schedule for 2022

12. Approval for Gunnison Basin-wide Cheatgrass and Habitat Restoration Coordinator Funding Intergovernmental Agreement; outline of obligations for all involved parties to secure the services of an independent contractor
13. Approval for Colorado Department of Early Childhood (CDEC) Funding Application; Gunnison County Health and Human Services; for Universal Pre-K Administration; $64,660
14. Incumbency and Signature Certificate Approval; Zion Bank; 9/20/2022
15. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2023*2226; to implement and operate the Colorado Women, Infants and Children (COWIC) Program; 10/01/2022 – 9/30/2023; $60,672

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his report.

1. Library update. CM Birnie reported that the new library was up and running – it was very busy and many people had expressed their love for it. The commissioners expressed how impressed they were with the facility, and CM Birnie added that the celebration of its opening would be on Oct 1st at 3:00 pm.
2. Leadership Academy update. CM Birnie let the Board know that the latest Leadership Academy was getting ready to wrap up, with the graduation ceremony being held on October 20th at 4:00 pm. He invited the commissioners to attend.
3. Airport project update. CM Birnie noted that they were still "plugging away" with quite a few finishing touches yet to be done. He highlighted that the functionality of the airport was incredibly improved – from security, to baggage claim, to a place to wait – and noted that the project has been extremely challenging but that it was a pleasure to see people using it and enjoying the updated facility.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom, for discussion and to answer any questions from the Board.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to accept the Treasurer's Report and authorize the chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Senior Accountant Kelly Weak and CFO Perry were present in the room to answer any questions the Board might have.

1. **September 2022 Accounts Payable Report. Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the September 2022 vouchers in the amount of $3,288,108.30. Motion carried unanimously.
2. **July 2022 Purchase Card Report**.
3. **August 2022 Cash Transfer Report**. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the August 2022 cash transfer in the amount of $5,644,293.76. Motion carried unanimously.
4. **Sales Tax - LMD Reports**. Commissioner Smith noted that they might want to look into the fact that counties no longer are required to allow vendors to retain the 3.33% of sales tax as a vendor fee; also, that CDOR might be using this as a precedence in potentially looking at retaining 3.33% from LMD funds. CM Birnie noted that the building industry was not seeing a slow-down yet; the county set a new valuation record for building permits in August, with over $18 million for the month.

PRESENTATION; AUDITED FINANCIAL STATEMENTS FOR GUNNISON COUNTY AND GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT; FY2021: CFO Perry Solheim was present in the room, along with CPA Paul Backes attending via Zoom. Mr. Backes shared a presentation of the County financial statements with the Board, showing the internal controls and policies studied to make sure everything stays in compliance – bank statements, receivables, capital assets, accounts payable, payroll policies, IRS filings, leases and obligations. Mr. Backes reported a good fiscal year for the County, but noted some difficulty in the audit due to a transition between CFOs this year. He expressed his hope of getting back to easier audits. Overall, he recommended areas for controls to be set in place, in order to ensure no conflicts of interest, explained some changes in standards for reporting, and stated that he felt the County had good processes – strained during all the turnovers post-COVID.

CPA Backes asked the commissioners if they had questions, and the Board asked for clarification on several topics, including: areas targeted for improvement and how issues could best be alleviated; tracking of long-term assets and liabilities; recognition of areas with staff shortages and their impact; grant schedules for federal grants; and improving processes already in place. Mr. Backes added that he was happy to work with CFO Perry Solheim, as he felt that Perry was aware of and saw the need for these changes.

CFO Solheim then tentatively requested that there be a redocumentation of internal controls across the County within the next year, if possible. Mr. Backes affirmed that they could proceed this way. CFO Solheim also stated that he appreciated past CFO Juan Guerra for putting together a high-quality set of financial statements; he felt this was a credit to the County, to Juan, and also to Linda Nienhueser before him, as well as to his staff, in working hard to get information to Mr. Backes during the audit.

With no further questions, Commissioner Smith **moved** to accept the audit by the Board of County Commissioners as presented. Commissioner Mason seconded. Motion carried unanimously.

FEDERAL FISCAL YEAR 2021 COUNTY FOREST PAYMENTS; SECURE RURAL SCHOOLS DISBURSEMENT: CM Matthew Birnie and CFO Perry Solheim were both in the room to present this item to the Board. CM Birnie began by explaining the process they have used in past years to disburse the funding to the schools. He recommended that the County pass the Title I funding to the school districts, but further noted that the parameters and formulas for distribution have changed and further analysis and conversation regarding the disbursement should be examined in the next year.

The Board then discussed with CM Birnie and CFO Solheim the amount to be given to the school, past years' examples of disbursement, and legislative efforts. CFO Solheim added his agreement to this year's transfer to the schools, as outlined by CM Birnie.

Commissioner Mason **moved** to approve the transfer in the amount of $793,767.36, the secure rural schools disbursement, to the school district. Commissioner Smith seconded. Motion carried unanimously.

RESOLUTION; IN SUPPORT OF BALLOT ISSUE 5A: Dr. Leslie Nichols, Superintendent of Gunnison Watershed School District, was present to answer any questions the Board might have regarding a resolution in support of Ballot Issue – 5A asked voters for funding to go towards strengthening safety and security in area schools, along with other site and educational improvements.

Commissioner Smith began the discussion by stating that, historically, the Board has not taken a position on ballot issues, and she wanted context for why that was. Chairperson Houck responded by stating that robust education in a community touches everyone; he did not struggle with supporting the issue, but wondered "should an elected body be telling citizens how to vote?" The Board discussed this briefly, and Chairperson Houck then suggested that they change the wording in the resolution which tried to tell voters how to vote. Instead, he wished to change the wording in a way that would urge voters to look at the issues and be informed.

After each commissioner expressed their support for this change in language, it was **moved** by Commissioner Houck to approve Resolution 2022-37, A Resolution in Support of Ballot Issue 5A, and to change the "NOW, THEREFORE, BE IT RESOLVED" section of the Resolution to read as follows: "NOW, THEREFORE, BE IT RESOLVED that the Gunnison County Board of County Commissioners does hereby declare their full support of Ballot Issue 5A on the November 8, 2022 ballot." The rest of the Resolution will read as stands. Seconded by Commissioner Smith. Motion carried unanimously.

APPROVAL FOR FOUR (4) CONSERVATION EASEMENT GRANT AGREEMENTS; GUNNISON RANCHLAND CONSERVATION LEGACY:

1. **Aspen Leaf Ranch Conservation Easement; $104,090**
2. **Back621Conservation Easement; $65,100**
3. **Sewell Gulch Property Conservation Easement; $95,250**
4. **Wildcat Ranch Conservation Easement; $97,471**

Present in the room for discussion were Gunnison County Geographic Information (GIS) Manager Mike Pelletier, and Gunnison Ranchland Conservation Legacy (GRCL) Executive Director Stacey McPhail.

Chairperson Houck introduced the agenda item by stating that the conservation easement grant agreements reflect the County's commitment to ag and to conservation.

GIS Mgr Mike Pelletier stated that these four easements had gone through the process very quickly. GRCL Exec Dir Stacey McPhail explained that they had been able to make the process more efficient, now having multiple appraisers available who had specific knowledge of the area. She then briefly highlighted the attributes of each of the four easements, noting the Natural Resources Conservation Service funding on two of the easements.

Commissioner Smith asked if it was easier, because of the sage-grouse habitat here, to apply for grants to these easements? Exec Dir McPhail replied that these applications are highly competitive and that aspect would just add to being very competitive.

After a brief discussion regarding number of projects already accomplished and what could be expected for the future, Commissioner Mason **moved** to approve the four (4) Conservation Easement Grant Agreements with Gunnison Ranchland Conservation Legacy: 1. Aspen Leaf Ranch Conservation Easement for $104,090; 2. Back621 Conservations Easement for $65,100; 3. Sewell Gulch Property Conservation Easement for $95,250, and; 4. Wildcat Ranch Conservation Easement for $97,471. Commissioner Smith seconded. Motion carried unanimously.

MEMORANDUM OF UNDERSTANDING; GUNNISON COUNTY AND USDA FOREST SERVICE – GRAND MESA, UNCOMPAHGRE, AND GUNNISON (GMUG) NATIONAL FORESTS; to become a cooperating agency with the U.S. Forest Service, for the purpose of preparing a revised Forest Plan and Environmental Impact Statement (EIS): CA Matt Hoyt was present in the room to answer any of the Board's questions. He briefly explained the cooperating county agreement, noting that it allowed the Gunnison County to lend their voice and expertise to the Forest Service, while preserving the County's rights to challenge through administrative legal process if needed.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve the Memorandum of Understanding between Gunnison County and the USDA Forest Service – Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests – to become a cooperating agency with the U.S. Forest Service for the purpose of preparing a revised Forest Plan and Environmental Impact Statement (EIS), and authorizing the chair's signature. Motion carried unanimously.

BOARD OF COUNTY COMMISSIONERS LETTER TO PRESIDENT BIDEN; SUPPORT FOR THE COLORADO OUTDOOR RECREATION & ECONOMY (CORE) ACT: Chairperson Houck noted that, as he reported a few meetings back, he had facilitated a discussion at Camp Hale in Eagle County just outside of Leadville, which was attended by the Secretary of Agriculture Vilsack, Senators Bennet and Hickenlooper, Governor Polis, and Congressman Neguse.

Commissioner Houck briefly went over the history of the CORE Act, which was originally drawn up to protect Camp Hale as a national historic landscape and to make it a national monument promoting the history and importance of the home of the 10th Mountain Division from WWII. A second piece also asked the President to do a mineral withdrawal in the Thompson Divide area, with more recent revisions adding the Mt. Emmons portions of land. CA Hoyt explained that the CORE Act would further protect future mining efforts around this important watershed area, and emphasized the importance of the letter because it affirmatively provides the voice of the Board of County Commissioners that they do support an administrative withdrawal in and around Mt. Emmons.

Commissioner Houck then went over the other components in the letter he had crafted, which included topics important to Gunnison County which were not already covered in the Thompson Divide withdrawal, protection of Camp Hale or Mt. Emmons. He stressed that this letter overall urges President Biden to use his authority to help advance the CORE Act goals.

After a brief discussion with the other commissioners expressing their support, it was **moved** by Commissioner Houck to authorize the full board's signatures to the letter to President Joe Biden, in support of the CORE Act, as presented this morning. Commissioner Mason seconded. Motion carried unanimously.

APPOINTMENT, COMMISSIONER DESIGNATE/VOTING MEMBER; COLORADO COUNTIES, INC; FOR CCI'S OCTOBER 7, 2022 LEGISLATIVE MEETING: Chairperson Houck explained that the Board needed to have a voting member for the CCI legislative meeting in October, and this also needed to be on the record.

Moved by Commissioner Mason to appoint Jonathan Houck as the designated voting member for Colorado Counties, Inc for the October 7, 2022 legislative meeting. Commissioner Smith seconded. Motion carried unanimously.

Commissioner Smith added that CCI had also requested an alternate be named.

Moved by Commissioner Mason to approve Commissioner Smith for the alternate position for the CCI voting member. Commissioner Houck seconded. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS; TWO (2) OUT-OF-CYCLE APPOINTMENTS TO THE CEMETERY DISTRICT BOARD: Chairperson Houck began by explaining that the two out-of-cycle appointments had been necessary in order for the board to function. Commissioner Smith added that that she had been impressed with four passionate, very qualified applicants. Commissioner Mason noted that there was a total of 140 years, among the candidates, of living in the Gunnison Valley. The Board then briefly reviewed the applicants' backgrounds and interviews.

Moved by Commissioner Smith, seconded by Commissioner Mason, to appoint Marlene Crosby and Shary Templeton to the Cemetery District Board. Motion carried unanimously.

UNSCHEDULED CITIZENS:

1. Mark Schumacher, Three Rivers Resort, Almont Colorado. Mr. Schumacher, present in the room, wished to give the Board an update on House Bill 1287 and the progress since he gave his notice of change of use and rent increase to residents of his mobile home park. He also discussed quotes in the Crested Butte newspaper, stating that these had caused problems in the mobile home park. He also noted that people against HB 1287 say it makes more issues between tenants and landlords, and said he felt there could be a different way of putting in infrastructure without displacing people.

   After several minutes' discussion with the Board regarding topics including infrastructure needed, placement of a water line in the mobile home park, rent stabilization issues, and reasonable accommodation, Mr. Schumacher closed by asking about BOCC meeting minutes, stating that they needed to be done approved sooner, as some in the past had been over seven months behind when posted online.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended Region 10's Small Business Development Center opening September 13th at 109 Georgia Avenue in Gunnison. Commissioner Mason stated that the event was well-attended, with most of the Region 10 staff coming up from Montrose, as well. He expressed hope that this would be a good addition for people in small businesses in Gunnison, trying to get some of their questions answered.
2. Attended a Housing Authority meeting. Commissioner Mason noted that the main topic for the Housing Authority Board was going through a contract for its new director. The final contract had then been sent out, and they anticipated it would be signed within the next couple of days, with a first day at work anticipated to be September 26th. The director would be then be attending a conference September 28th and 29th, and planned to be here permanently as of October 10th.
3. Attended an RTA meeting last Friday. Commissioner Mason let the Board know that JSX Airlines requested the option to fly this winter – an Austin to Dallas to Gunnison flight, starting right before

Thanksgiving, with a total of 72 flights for the winters. They are also proposing 48 direct flights out of Austin, starting January 12th, with a request for a $50,000 investment to make that flight work. Commissioner Mason stated that the board is currently working on negotiations regarding this proposal. CM Birnie recommended that they should not take RTA out of the negotiations. The Board and CM Birnie briefly discussed the negotiations and the different airlines that would be flying into Gunnison in the next year. Commissioner Mason added that there was also contemplation of a future JSX flight from Broomfield, Colorado to Gunnison, as they already fly out of Broomfield.

4. Attended the Mayors & Managers meeting. Commissioner Mason reported that, as the school district had hosted, they got an overview of item 5A on the ballot in November. He further noted that one of the topics discussed was how to get out to the public that the funds they were asking for - $95 million – was what was needed to do all the work on the schools. He also reported that another topic of concern was how much the property taxes will go up. CM Birnie stated that TABOR legislation limits the increase; it can only go up by a fixed amount.

Commissioner Smith

1. Southwest Colorado Opioid Regional Council. Commissioner Smith reported that she had been able to upload the regional plan in time to the Attorney General's website, so that no payments will be delayed. She also gave credit to GCSAPP Program Manager Kari Commerford, for coordinating with all the people in their region to develop an action plan that all could agree to and utilize as a clear time-specific guide for future goals and reporting.
2. Attended the State Noxious Weed Advisory Committee meeting in Palisade, Colorado last week. Commissioner Mason stated that she had been able to visit an insectary, where she learned of remarkable ways to fight pests – one example was utilizing tiny wasps to attack moth eggs that were harmful to peaches. She noted there were over 10 different infestations across the west that the insectarium shipped bio-control agents to, besides conducting other research and development projects.
3. Attended a Club 20 executive meeting in Grand Junction last week. Commissioner Smith noted that, while she was in the area, she was also able to attend the Club 20 meeting. She was able to help submit input on guiding principle documents that were instrumental in guiding that organization. At their dinner, she was also able to meet the candidates who were running for offices across the Club 20 region.
4. Welcoming America week. Commissioner Smith reported that the Rural Welcoming Week's culminating celebration at the IOOF park had exceeded everyone's expectations – they had an astounding turn-out with poetry readings, a great variety of food venders, music groups and excellent participation. She further noted that the City intended to continue this initiative and urged CM Birnie to support county-wide collaboration as well.
5. Met with Community Health Manager Margaret Wacker and Lake School Director Jennifer Kennedy to talk about early childhood education and Universal Pre-K, and how the funds will now need to be used. Commissioner Smith informed the Board that they discussed funding and where the "pinch points" might be as they work through this transition.
6. Financing and tax related issues – talking through some of the tax initiatives at CCI. Commissioner Smith touched upon the ways that the local marketing and lodging districts intersect with the sales use tax system, and she wanted the Board to be aware of the 3.33% tax that is being proposed on lodging and local marketing districts, to pay for electronic integration. She noted that the state cannot demand that kind of funding from home rule municipalities; CM Birnie stated that taking our money to fund home rule collections would be wildly inappropriate. Commissioner Smith cautioned that she felt this needed to be taken care of in a different way, and the proposed initiative could become a bigger issue.
7. Meetings with Janeth Stancie from Senator Hickenlooper's office. Commissioner Smith briefly outlined all the meetings she had set up earlier for Ms. Stancie to attend while she was in Gunnison – one with the residents of the past Country Meadows / now Ski Town mobile home park residents; another with GCSAPP Program Manager Kari Commerford regarding Southwest Colorado Opioid Regional Council; one with City of Gunnison Mayor Diego Plata; a meeting with the cheatgrass and habitat restoration group and its new coordinator, Petar Simic; and a visit with the Welcoming America team. Commissioner Smith highlighted that the time had been very productive, and added that Ms. Stancie planned to visit again.
8. Rebranding for the County. Commissioner Smith noted that in the past they had briefly discussed allocating an amount of money towards rebranding the County, and she expressed interest in once again looking at this, saying she would like the County to rebrand now with a portion of LMD revenues.

Commissioner Houck

1. Attended the Gunnison Basin Roundtable meeting on Monday evening. Commissioner Houck stated that he would wait and give the update from the meeting when the next water updates were on a work session agenda.
2. Attended the field day up at Trail Creek. Commissioner Houck noted that the Forest Service sponsors of the project had brought out many from Washington DC, and Coca Cola had several representatives there as well. Commissioner Houck remarked on the many contributions Coca Cola has made to water in the Colorado River system. He also observed that those able to be there and

observe firsthand the habitat and wetlands mitigation work were greatly impressed with the level of collaboration between federal land management agencies, non-profit organizations, local government, National Forest Foundation, and the local community.

3. Library Grand Opening. Commissioner Houck briefly reminded everyone present of the opening on October 1st.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Regular Meeting at 10:55 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-37

A RESOLUTION IN SUPPORT OF BALLOT ISSUE 5A

WHEREAS, The Gunnison County Board of County Commissioners has a long tradition of supporting the Gunnison Watershed School District and its students; and

WHEREAS, The Gunnison County Board of County Commissioners desires Gunnison Watershed School District to remain a competitive and quality educational system and to continue to meet its mission to ensure all students are successful; and

WHEREAS, Ballot Issue 5A will allow Gunnison Watershed School District to strengthen safety and security, address long term maintenance needs, solve overcrowding issues, improve learning spaces, expand cafeterias, install energy efficient mechanical systems, expand sports fields, improve playgrounds, create safer pedestrian and traffic flows, enhance and expand space for science, technology, engineering, art and math as well as vocational education programming, improve and expand space for special education programming, and address related capital facility and site improvements; and

WHEREAS, The estimated tax impact of Ballot Issue 5A is a tax increase of 5.73 mills, providing $95 million in funding; and

WHEREAS, Ballot Issue 5A will positively impact Gunnison Watershed School District students and the communities served by the District for generations to come.

NOW, THEREFORE, BE IT RESOLVED that the Gunnison County Board of County Commissioners does hereby declare their full support of Ballot Issue 5A on the November 8, 2022 ballot.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 4, 2022 Regular Meeting

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, a draft of the regular meeting minutes for October 4, 2022

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\dbishop Discharge Date: 12/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
October 4, 2022

The October 4, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON / HINSDALE BOARD OF HUMAN SERVICES:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am. He greeted Hinsdale County Commissioner Greg Levine, who attended the meeting via Zoom. The group waited for a few moments until Assistant County Manager for Human, Health & Safety Services Joni Reynolds could also join remotely via Zoom.

COLORADO WORKS WORKFORCE DEVELOPMENT PROGRAM POLICIES; GUNNISON-HINSDALE COUNTY DEPARTMENT OF HUMAN SERVICES; UPDATED TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) POLICIES; EFFECTIVE DATE 3/1/2022: Chairperson Houck asked for Joni Reynolds to briefly explain the policies for all present. ACM Reynolds then went over the updated policies, noting that they were new from the Colorado Department of Human Services (CDHS), who now wanted each county to sign. In this case, they had worked with the County Attorney's office and had decided it would be best to approve and sign as the joint Gunnison/Hinsdale Counties' Board of Human Services.

With no questions and the support of all the commissioners present, it was **moved** by Commissioner Houck, seconded by Commissioner Mason, to adopt and approve these policies, as presented, and to authorize the chair of the Board of Human Services' signature on them. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison/Hinsdale Board of Human Services at 8:35 am

GUNNISON COUNTY HOUSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:35 am.

RESOLUTION; DECLARING THE INTENT TO REIMBURSE GUNNISON COUNTY HOUSING AUTHORITY FOR CERTAIN PRIOR CAPITAL EXPENDITURES RELATED TO THE SAWTOOTH WORKFORCE HOUSING PROJECT PHASE 1: County Manager Matthew Birnie was present for discussion and to answer any of the Board's questions. CM Birnie began by stating that a mirror resolution of this item will also be on the regular agenda – both were related to Colorado tax law primarily. He explained that the County had funding for Phase 1 of the Sawtooth project, but they were looking at ways to fund Phase 2. In order to reimburse cash spent on Phase 1, this resolution needed to be in place. He added that it did not obligate, but gave the opportunity to reimburse, should they elect to finance all of Phase 2; however, they were still exploring all the best strategies. He then informed the Board of various issues and options for possible housing financing. CA Hoyt added that this was also required for federal tax laws.

After this brief discussion, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve Resolution 2022-001, a Resolution Declaring the Intent to Reimburse Gunnison County Housing Authority for Certain Prior Capital Expenditures related to the Sawtooth Workforce Housing Project Phase 1. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Housing Authority at 8:42 am.

GUNNISON COUNTY BOARD OF EQUALIZATION:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:42 am.

CBOE; PROCESS DISCUSSION: CM Birnie briefly introduced the expected process and scheduling of the CBOE for 2022, and asked the Board if they would like to utilize Walter Sorrentino as hearing officer again for 2022 and also for the larger reassessment year expected in 2023. CM Birnie stated that he would recommend Walter for this year and also for the larger reassessment year of 2023.

The Board gave approval to contract with Walter Sorrentino for both the 2022 appeals season and for 2023.

CM Birnie also went over a schedule for 2022; it was proposed that Hearing Officer Walter Sorrentino would hear appeals around October 18th or 19th, and then the CBOE would meet October 25th to render final decisions based upon the hearing officer's recommendations. The Board approved this schedule as well.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 8:45 am

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:45 am.

AGENDA REVIEW: There were no changes needed to the agenda.

SCHEDULING: There were no changes needed to the schedule. Chairperson Houck reminded the Board that they were hosting the Mayors & Managers meeting and would be presenting the LMD question that was being put to the voters; Thursday was the continued joint public hearing with the Planning Commission, regarding the Jaynes Subdivision.

CONSENT AGENDA: Commissioner Smith **moved** to approve the consent agenda, as presented that morning. Commissioner Mason seconded. Motion carried unanimously.

1. Approval for Emergency Medical Services Building Intergovernmental Agreement; Gunnison County and the Board of Trustees, Gunnison Valley Health; Gunnison County to provide financial assistance to GVH for construction of the EMS Building; Effective date 10/4/2022 to 2/01/2031; $200,000 per year
2. Approval for Colorado Department of Public Health and Environment (CDPHE) Master Task Order Contract Amendment #1; for modifications to Subcontractor Requirements of the original Master Task Order contract; Effective Date of State Controller signing, to 6/30/2027
3. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022*2745 Amendment #2; Additional funding for Harm Reduction Services in Gunnison County; 9/28/2022 to 6/30/2023; $16,465
4. Approval for Thomson Reuters contract; West Publishing Corporation and County Attorney's Office; Subscription for West Proflex and Westlaw Precision Preferred Nation Primary Law; $330 monthly for 3 mos, plus $412.50 for 12 mos
5. Approval for Employee Health & Welfare Benefit Plan, Claims Administration Agreement for 2022; Group & Pension Administrators, LLC dba GPA (TPA); to perform Third Party Recovery Services for Gunnison County claims; Effective Date January 1, 2022; 30 - 33-1/3% of the gross amount of money obtained on behalf of the Employer
6. Approval for Letter of Support; Bureau of Land Management (BLM) Gunnison Field Office; for Non-Motorized Trail maintenance Grant Application to Colorado Parks and Wildlife, State Trails Program

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his report.

1. **Resolution of the Board of County Commissioners of Gunnison County, Colorado; Declaring Its Intent to Reimburse Gunnison County, Colorado, for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1.** County Manager Birnie asked them to adopt this resolution, which mirrors the Housing Authority resolution discussed and approved earlier. Commissioner Smith **moved** to approve Resolution 2022-38, a Resolution of the Board of County Commissioners of Gunnison County, Colorado; Declaring Its Intent to Reimburse Gunnison County, Colorado, for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1. Seconded by Commissioner Mason. Motion carried unanimously.
2. **Emergency Medical Services Building; USDA Grant.** County Manager Birnie informed the Board of a grant for construction – to come next month – and asked the Board to delegate authority to the County Manager for signing when it is ready.

   Commissioner Mason **moved** to delegate to the County Manager the authority on behalf of the Board to work with Gunnison Valley Health in approving the grant submission and to execute any documents required in applying for the grant. Commissioner Smith seconded. Motion carried unanimously
3. Library Celebration event, held last Saturday. CM Birnie noted that the celebration of the library's opening had been a very successful event, with over 1,000 people attending.
4. Ongoing Opioid work. CM Birnie stated that, while the opioid disbursement monies expected were not large amounts, it had spurred many conversations. He highlighted that GCSAPP Program Manager Kari Commerford and obtained another $1,000,000 grant to bolster the efforts toward opioid intervention efforts.
5. Out of office the week of October 17 – 21. CM Birnie let the Board know he would be gone the entire week.
6. Airport project update. CM Birnie highlighted that he would be going over to the airport that afternoon. He stated that they should have gotten asphalt last Friday or this afternoon, and noted

that some of the art and topographical map were still going in. Small things were left to be done, but the functionality was much improved. Visitors were enjoying the hold room upstairs, commenting on its living-room feel and how comfortable it was.

APPROVAL OF FINAL DRAFT LETTER; RE: MT. CRESTED BUTTE DRAFT MASTER PLAN COMMENTS: Assistant County Manager for Community & Economic Development Cathie Pagano asked the Board for feedback on the draft letter, noting that she had made two small changes that morning to the second and final paragraphs. Commissioner Smith suggested that they needed to make a definite, clear statement that the County was working for density in housing as part of its objectives in building. Commissioners Houck and Mason approved the suggestion.

Moved by Commissioner Houck, seconded by Commissioner Mason, to approve the comment letter for the Mt. Crested Butte planning process, and it will include a sentence or two that encompasses the conversation they just had about density, and then the Board approves that for signature of the full board. Motion carried unanimously.

MT. EMMONS LAND EXCHANGE; OPPORTUNITY TO COMMENT: County Attorney Matt Hoyt went over the background for this opportunity to comment, and shared with the Board some of the elements of the comments in the proposed letter, mentioning that the comments mainly covered issues consistent with their MOUs.

CA Hoyt included all the comments proposed for the agreement, and suggested that the agreement should be amended to reflect the comment issues. He wanted to encourage the Forest Service and the Town of Crested Butte to join the County in the changes recommended. The Board discussed the water rights issues in the land exchange and then expressed their support.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve the correspondence on the Mt. Emmons Land Exchange, the comment letter as included in the meeting packet, and to authorize the chair's signature. Motion carried unanimously.

UNSCHEDULED CITIZENS: There was no one present in the room or via Zoom to offer comments.

COMMISSIONER ITEMS:

Commissioner Mason

1. Gunnison Valley Regional Housing Authority update. Commissioner Mason let the Board know that GVRHA was currently getting their new director, Andy Kadlec, set up. His first day had been September 26th; he was currently out of town attending a workshop and planned on being in the office on October 10th.
2. RTA update. Commissioner Mason stated that he was in contact with Airport Manager Rick Lamport, making sure there is coordination between the County and the "boutique" airline JSX being added for the winter, in where the flights will be loaded, getting a lease agreement.
3. Lead King Loop stakeholders received final comments. Commissioner Mason noted that the group is now working on putting together a final draft, to be shared with the trustees in Marble and the Forest Service, hopefully by the end of the month.

Commissioner Smith

1. Checked out cheatgrass treatment on Red Creek, Curecanti area, and other areas two weeks ago. Commissioner Smith noted that these areas were great models of cooperation and coordination. She also highlighted that the new cheatgrass and habitat restoration coordinator's first day was yesterday; Commissioner Smith spent time yesterday onboarding with Petar Simic.
2. Update on proposed legislation for integrating electronic lodging and LMD collections. Commissioner Smith informed that Board that she and other stakeholders had been working with Colorado Counties Inc (CCI) to make sure counties are not needing to remit 3.33% to cover the cost of this integration for home rule areas. She reported that, for the moment, they had been able to stop the legislation.
3. Proposed priority legislation for CCI. Commissioner Smith explained that this legislation related to the county's ability to tax campgrounds, and after taking a poll at the last CCI legislative priorities meeting on September 23rd, 70% of the membership supported pursuing this legislation.
4. Able to upload the Southwest Colorado Opioid Regional Council's two-year plan. Commissioner Smith noted that this submittal should get some of the monies flowing.
5. Attended a mobile home park rulemaking hearing. Commissioner Smith stated that the meeting centered around transparency and ways to communicate with owners. She found that there is no free method for mobile home park residents to communicate with management and ownership currently.
6. Attended the Library's grand opening last Saturday. Commissioner Smith commented that the library was a wonderful area, and it had been great to see so many people attending the event.

Commissioner Houck

1. Attended the STOR Committee meeting last week. Commissioner Houck noted that the committee will soon have BOCC appointments to make, with other agencies needing to make their appointments as well. He reported that STOR was currently going through a change of strategic priorities, and will be working on these changes with Joe Lavorini over the next couple of months.

2. Attended the CCI legislative priorities meeting last Friday. Commissioner Houck requested that the other commissioners let him know what other specific bills are important to them for the County as the next CCI meeting narrows down what the priority bills will be. He added that he would also be coordinating with ACM Joni Reynolds regarding her HHS related priorities.
3. Met with Rachel Hultin, Transportation Director with Bicycle Colorado. Commissioner Houck explained that Rachel was doing a tour through the western part of the state. He noted that Bicycle Colorado was concerned with multi-modal transportation opportunities as well as public transportation, so he had contacted Ms. Hultin to see what resources Bicycle Colorado could help with for the County's planning team, especially regarding its corridor plans. Also, he saw it as an opportunity for the City and planned to meet with Mayor Plata later, as the mayor had not been available that day.
4. Spent day with CA Hoyt on the Big Game Wildlife Corridor meeting. Commissioner Houck stated that they worked to develop county comments as a cooperating agency, and he would bring these to the Board at a later time. He added that he was seeing how important these corridors are for the wildlife, especially for the Gunnison Basin. He felt that a lot of what comes from this will have connectivity to the County's trail, residential, commercial, and transportation development.
5. Met with John Whitney from Senator Bennet's office. Commissioner Houck, Hinsdale Commissioner Levine and John Whitney took a field trip to look at some of the Cimarron area in the proposed Gunnison Public Lands Initiative, a slice of which is in Hinsdale County. He noted how beautiful the area was, but that Silver Jack Reservoir was almost empty.
6. Attended the Library grand opening. Commissioner Houck was also there, and he commented on the wonderful gathering and celebration for the community, added that the library was an amazing facility for a great community.
7. Out of the office. Commissioner Houck gave another reminder that he would be out the week of October 17 – 21.
8. Scheduling County updates with the City of Gunnison and Mt. Crested Butte. Commissioner Houck reported that he was working on scheduling time for BOCC updates at both the City and Mt. Crested Butte meetings, noting that Commissioner Mason had already taken care of going to Crested Butte.

RECESS: Chairperson Houck recessed the meeting in order to go into an executive session from 9:27 am to 9:53 am.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(E)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE: Chairperson Houck **moved** to go into Executive Session Pursuant to Colorado Revised Statute § 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to Colorado Revised Statute § 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Deputy County Attorney Alex San Filippo-Rosser. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 9:28 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. § 24-6-402(4)(e)(I) and C.R.S. § 24-6-402(4)(b) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive

session was confined to the topic authorized for discussion pursuant to C.R.S. § 24-6-402(4)(e)(I) and C.R.S. § 24-6-402(4)(b).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 9:52 am, it was **moved** by Commissioner Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Chairperson Mason seconded the motion. Motion carried unanimously.

Chairperson Houck thanked CA Hoyt and DCA San Filippo-Rosser for the advice given during the executive session and then let everyone there know that there would be no direction given at this point.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 9:53 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO: 2022-001

A RESOLUTION DECLARING THE INTENT TO REIMBURSE GUNNISON COUNTY HOUSING AUTHORITY FOR CERTAIN PRIOR CAPITAL EXPENDITURES RELATED TO THE SAWTOOTH WORKFORCE HOUSING PROJECT PHASE 1

WHEREAS, the Gunnison County Housing Authority, Gunnison County, Colorado (the "Authority"), is a duly organized and existing public body, corporate, and politic, of the State of Colorado ("State"), created and operating pursuant to the Laws of the State; and

WHEREAS, the Authority is authorized and empowered by the Constitution and the laws of the State, including particularly Part 5 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended, to issue obligations to finance and refinance the acquisition of housing projects for the benefit of persons of low income and for persons who, by virtue of age or disability, have special housing needs and to make and execute contracts necessary or convenient to the exercise of the powers of the Authority; and

WHEREAS, the Authority is authorized to lease or rent any of the dwellings or other accommodations, or any of the lands, buildings, structures, or facilities embraced in any project, and to establish and revise the rents or charges therefor pursuant to Part 2 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended; and

WHEREAS, the Commissioners of the Authority (the "Commissioners"), have determined, that it is in the best interest of the Authority that the Commissioners, on behalf of the Authority, finance the acquisition, construction and equipping of approximately 12 duplex units, each of which will be a three-bed, two-bath

townhome, including one garage space in a shared garage which will also have a one bedroom accessory apartment above the garage (collectively the "Sawtooth Workforce Housing Project Phase 1"); and

WHEREAS, the Commissioners have determined that it is in the best interest of the Authority to finance the Sawtooth Workforce Housing Project Phase 1 through the execution and delivery of obligations, potentially including through an appropriation based on a lease financing; and

WHEREAS, the Commissioners have determined that it is necessary to make capital expenditures to acquire and construct the Sawtooth Workforce Housing Project Phase 1 prior to the time that the Commissioners arrange for the specific financing of such Sawtooth Workforce Housing Project Phase 1; and

WHEREAS, it is the Commissioners' reasonable expectation that when such financing occurs, the capital expenditures made by the Authority will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the Authority's desire that this resolution shall constitute the "official intent" of the Authority to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE GUNNISON COUNTY HOUSING AUTHORITY, GUNNISON COUNTY, COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Commissioners or the officers or agents of the Commissioners or the Authority relating to the Sawtooth Workforce Housing Project Phase 1 is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Commissioners hereby find and determine, pursuant to the Constitution and laws of the State of Colorado, that the Sawtooth Workforce Housing Project Phase 1 and the financing of the costs to be reimbursed are necessary, convenient, and in furtherance of the Authority's purposes and is in the best interests of the of the Authority and the Commissioners hereby authorizes and approves the same.

Section 3. Financing. The Authority intends to issue obligations to finance the Sawtooth Workforce Housing Project Phase 1 in the maximum principal amount of $6,500,000.

Section 4. Necessary Actions. The officers, employees and agents of the Authority shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Sawtooth Workforce Housing Project Phase 1 and to otherwise carry out the transactions contemplated by the resolution.

Section 5. Authorizations. The officers and employees of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 6. Prohibitions. The Authority shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 7. Official Intent. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 8. Repealer. All bylaws, orders, and resolutions of the Authority, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the Authority, or part thereof, heretofore repealed.

Section 9. Severability. If any section, subsection, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 10. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 4th day of October, 2022.

It is hereby certified by the undersigned that the foregoing resolution is a true and correct copy of a resolution that was adopted at a duly called [Special] Meeting of the Authority where a quorum of the Commissioners were present and that such resolution remains in full force and effect.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – yes, Mason – yes, Smith – yes

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-38

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO DECLARING ITS INTENT TO REIMBURSE GUNNISON COUNTY, COLORADO, FOR CERTAIN PRIOR CAPITAL EXPENDITURES RELATED TO THE SAWTOOTH WORKFORCE HOUSING PROJECT PHASE 1.

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the County has the power, pursuant to Sections 30-11-101(b), (c), and 30-26-101, of the Colorado Revised Statutes, as amended, to purchase and hold real and personal property for the use of the County, to lease any real or personal property, either as lessor or lessee, together with any facilities

thereon, when deemed by the Board of County Commissioners of Gunnison County, Colorado (the "Board") to be in the best interests of the County and its inhabitants, and to issue bonds for such purposes; and

WHEREAS, the Board has determined, that it is in the best interest of the County and its inhabitants that the Board, on behalf of the County, finance the acquisition, construction and equipping of approximately 12 duplex units, each of which will be a three-bed, two-bath townhome, including one garage space in a shared garage which will also have a one bedroom accessory apartment above the garage (collectively the "Sawtooth Workforce Housing Project Phase 1"); and

WHEREAS, the Board has determined that it is in the best interest of the County to finance the Sawtooth Workforce Housing Project Phase 1 through the execution and delivery of obligations, potentially including through an appropriation based on a lease financing; and

WHEREAS, the Board has determined that it is necessary to make capital expenditures to acquire and construct the Sawtooth Workforce Housing Project Phase 1 prior to the time that the Board arranges for the specific financing of such Sawtooth Workforce Housing Project Phase 1; and

WHEREAS, it is the Board's reasonable expectation that when such financing occurs, the capital expenditures made by the County will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the County's desire that this resolution shall constitute the "official intent" of the County to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board or the officers or agents of the Board or the County relating to the Sawtooth Workforce Housing Project Phase 1 is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the Sawtooth Workforce Housing Project Phase 1 and the financing of the costs to be reimbursed are necessary, convenient, and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County and the Board hereby authorizes and approves the same.

Section 3. Financing. The County intends to issue obligations to finance the Sawtooth Workforce Housing Project Phase 1 in the maximum principal amount of $6,500,000.

Section 4. Necessary Actions. The officers, employees and agents of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Sawtooth Workforce Housing Project Phase 1 and to otherwise carry out the transactions contemplated by the resolution.

Section 5. Authorizations. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 6. Prohibitions. The County shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 7. Official Intent. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 8. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 9. Severability. If any section, subsection, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 10. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

PASSED, ADOPTED AND APPROVED this October 4, 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

STATE OF COLORADO)
) SS. CERTIFICATE OF COUNTY CLERK
COUNTY OF GUNNISON)

I, Kathy Simillion, the Clerk and Recorder of Gunnison County, Colorado (the "County"), do hereby certify as follows:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of County Commissioners of the County (the "Board") at a regular meeting held on October 4, 2022.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of October 4, 2022, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Jonathan Houck, Chair	Yes			
Roland Mason	Yes			
Elizabeth Smith	Yes			

3. The members of the Board participated either physically or electronically at such meeting in accordance with law and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the County seal, attested by the County Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on October 4, 2022, which notice was posted at least 24 hours before such meeting as provided by law.

[The remainder of this page intentionally left blank.]

WITNESS my hand and the seal of the County affixed this 4th day of October, 2022.

(SEAL) Signed by: Kathy Simillion
CLERK AND RECORDER
GUNNISON COUNTY, COLORADO

EXHIBIT A

(Attach copy of notice given prior to the October 4, 2022 meeting)

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 4, 2022 **Page 8 of 10**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

8:30 am
- Call to Order
- Colorado Works Workforce Development Program policies; Gunnison-Hinsdale County Department of Human Services; Updated Temporary Assistance for Needy Families (TANF) Policies; Effective Date 3/1/2022
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

- Call to Order
- Resolution; Declaring the Intent to Reimburse Gunnison County Housing Authority for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION:

- Call to Order
- CBOE; Process discussion
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:37 am
- Call to Order; Agenda Review
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  7. Approval for Emergency Medical Services Building Intergovernmental Agreement; Gunnison County and the Board of Trustees, Gunnison Valley Health; Gunnison County to provide financial assistance to GVH for construction of the EMS Building; Effective date 10/4/2022 to 2/01/2031; $200,000 per year

8. Approval for Colorado Department of Public Health and Environment (CDPHE) Master Task Order Contract Amendment #1; for modifications to Subcontractor Requirements of the original Master Task Order contract; Effective Date of State Controller signing, to 6/30/2027
9. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022*2745 Amendment #2; Additional funding for Harm Reduction Services in Gunnison County; 9/28/2022 to 6/30/2023; $16,465
10. Approval for Thomson Reuters contract; West Publishing Corporation and County Attorney's Office; Subscription for West Proflex and Westlaw Precision Preferred Nation Primary Law; $330 monthly for 3 mos, plus $412.50 for 12 mos
11. Approval for Employee Health & Welfare Benefit Plan, Claims Administration Agreement for 2022; Group & Pension Administrators, LLC dba GPA (TPA); to perform Third Party Recovery Services for Gunnison County claims; Effective Date January 1, 2022; 30 - 33-1/3% of the gross amount of money obtained on behalf of the Employer
12. Approval for Letter of Support; Bureau of Land Management (BLM) Gunnison Field Office; for Non-Motorized Trail maintenance Grant Application to Colorado Parks and Wildlife, State Trails Program

- County Manager's Reports
  1. Resolution of the Board of County Commissioners of Gunnison County, Colorado; Declaring Its Intent to Reimburse Gunnison County, Colorado, for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
  2. Emergency Medical Services Building; USDA Grant

8:50 am
- Approval of Final Draft Letter; Re: Mt. Crested Butte Draft Master Plan Comments

8:55 am
- Mt. Emmons Land Exchange; Opportunity to Comment

9:00 am
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.

- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

- Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/meetings prior to the meeting.

ZOOM MEETING DETAILS:
Join Zoom Meeting:
https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 14, 2022 Special Meeting

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review, a draft of the special meeting minutes for October 14, 2022.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/6/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
October 14, 2022

The October 14, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson [REMOTE]	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

2023 GUNNISON COUNTY BUDGET; STAFF-PROPOSED BUDGET PRESENTATION: County Manager Matthew Birnie and Chief Financial Officer Perry Solheim were in the room, ready to present a draft of the 2023 County budget and to answer any questions the Board might have.

CM Birnie introduced the discussion by noting that we had a new CFO but that CFO Perry Solheim had gotten up to speed very quickly and they were ready to present the budget. He noted that he had asked staff to be as conservative as possible with their budgets and growth, in order to really take care of the County's existing employees through a pretty aggressive cost of living allowance. He added that, given the transition turmoils which the County had been under over the last three years, he was very pleased with where the County currently is and the work that everyone has done. CM Birnie then turned the presentation over to CFO Solheim.

CFO Solheim then went over the budget draft with the Board. Topics covered included: appropriations, employee benefits, Housing Authority Fund, sales tax revenues. Other charts displayed for the Board and briefly discussed included: Summary of Fund Resources – All Funds; Summary of 2023 Budget by Type of Fund / Governmental Funds and Proprietary & Other Funds.

CM Birnie let the board know that there would be a budget work session on October 25th, where the budget would be examined and they would be able to answer at that time. CFO Perry added that he would do his best to highlight any further significant budget changes from this initial draft so that they could easily find them.

CM Birnie then outlined the upcoming meeting schedule for budget discussions as follows: October 25th would be a budget work session at the end of day – with LMD budget scheduled and County Housing projects, as we have time; November 8th all morning was reserved for budge – with LMD discussion with Marble Chamber, contract for allocations to Food Pantry and various organizations; and the rest would be filled in as the Board directed.

Chairperson Houck then requested a list ahead of time with dates for the budget agendas, in order to see what was coming and prepare ahead of the budget sessions.

CM Birnie continued with the schedule outline: budget public hearing would be on December 6 at 5:30 pm, with final adoption to be held by the 15th of December. He advised that afternoons should be held aside by the Board, for any budget related meetings.

Chairperson Houck thanked both CM Birnie and CFO Perry and his staff, and acknowledged the Finance Department's efforts throughout this transition time, in order to have a budget ready for presentation.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting at 9:34 am.

NOTE: The document presented to the Board at the meeting by CFO Solheim was added to the portfolio, attached to this October 14th agenda and meeting calendar.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

DRAFT

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Correspondence; Crested Butte Town

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your consideration, please find attached a copy of the comment letter sent to the CB Town Council. Ratification of the Board's signatures is needed, as this had to be sent to the Council by 11/17 for their meeting.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

November 15, 2022

Crested Butte Town Council
507 Maroon Ave.
Crested Butte, CO 81224

Mayor Billick and Crested Butte Town Council,

The Gunnison County Board of County Commissioners thanks you for the opportunity to comment on the RV Dump Station and the associated impacts for the town and for the valley. We appreciate the robust community discussion, hearing from those in the neighborhood and the work of the STOR Committee and the town staff to seek out the best possible actions that both help the neighborhood, the town and the need to have the recreation infrastructure necessary protect our environment and meet the needs of locals and visitors alike. Additionally, we thank you for keeping the station open while the City of Gunnison rebuilt their facility adjacent to the airport.

Much like the Town Council, we listen to individual community members, heard reports from town staff and worked alongside the STOR committee and through our staff to clearly understand the issues involved with closing, updating, closing for a limited time to collect data and/or relocating the dump station. After reviewing the town staff memo, we agree that success considers ensuring the neighborhood quality of life, strengthening environmental stewardship and being fiscally prudent. No single action will meet all of those goals completely but we feel one does stand out as the best choice at this time.

The Gunnison County BOCC supports the staff recommendation of Keep Facility Open with additional Traffic Calming Measures and Assess Possible Relocation if the Whetstone Utility Extension Occurs. We have as a community chosen recreation as a significant contributor to our economy and way of life and we feel the need to provide recreation infrastructure to that supports the impacts are a burden we all need to share together. Clearly, we understand that the town will consider site specific measures to best manage the use and we support your decisions in that area, as well. That said, the BOCC will continue to work diligently with the town for opportunities to incorporate other possible locations as we study the feasibility of utility extensions for the Whetstone project.

Thank you for the opportunity to weigh in and provide our feedback on the upcoming decision. We appreciate the relationship and collaboration between the Town Council of Crested Butte and the Board of County Commissioners as well as the staff from both organizations. Please reach out for any further input or information we can provide.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner | Liz Smith, Commissioner | Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Employee Assistance Program Agreement; Triad EAP;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2023 **Term Ends:** **Grant Contract #:**

Summary:

A new agreement is proposed between Triad and Gunnison County beginning in 2023 to reflect 6 free counseling sessions rather than 3 in 2022.

Fiscal Impact: 11,316

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 11/16/2022

County Attorney Review: (•) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/18/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/18/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

Lauren Trautz

From: Frank Stichter <frank.stichter@strategichpc.com>
Sent: Wednesday, November 9, 2022 3:33 PM
To: Lauren Trautz
Subject: TRIAD EAP
Attachments: Gunnison County - Triad Agreement 2023.doc

[EXTERNAL SENDER - USE CAUTION]

Hi Lauren. This from Triad:

Attached is a draft agreement for Gunnison County for 2023 EAP services to expand the number of counseling sessions per incident from 3 to 6.

- Changes include:
  Paragraph 2. Term of Agreement from 1/1/23 – 12/31/23 (previous Agreement was 1/1/18 – 12/31/18 with an amended Exhibit C added to that agreement).
- Exhibit A (formerly the Amended Exhibit C):
  - Paragraph 1. Payment of Quarterly Assessment: base rate $12.30 per employee per quarter (previously was $6.69)
  - Paragraph 2.a. Counseling sessions six (6) per incident (previously was three (3) per incident).
  - Paragraph 2.f. Training programs now references the 'current Triad Training Catalog' since we are continually updating and adding trainings (previously we listed trainings in an Exhibit B; they would quickly become outdated, thus Exhibit B has been deleted)
  - Paragraph 2.g. Conflict Resolution – three (3) free cases up to 4 hours per case (previously was up to 3 hours per case)
  - Paragraph 3.b. Additional Training Programs rate is now $275 per hour if more than the 2 free hours are requested (previously was $225)

Note that Gunnison County's attorney had reviewed the original agreement and added changes specific to Gunnison County such as venue being 7th Judicial District.

Frank

Frank M. Stichter, MHP
Certified Health Rosetta Advisor
President, Strategic Healthplan Consulting LLC
Colorado: 970.349.7707
Ohio: 419.725.1088
Cell: 970.989.8577
Click **HERE** to schedule a call
www.strategichpc.com



From: Frank Stichter
To: Lauren Trautz; Hailey Bingman
Subject: TRIAD Agreement
Date: Saturday, November 12, 2022 9:09:28 AM
Attachments: Gunnison County - Triad Agreement 2023 Updated.doc

---

[EXTERNAL SENDER - USE CAUTION]

Hi Lauren and Hailey. Here is the updated agreement

Inserted are the changes requested (attached):

- The "Strategic Result" clause 4.d.
- "This Agreement is subject to Gunnison County…" clause added as section 2.
- "Independent contractor" clause added as 9.b.
- "Indemnification" clause added as 9.c.
- "Immigration compliance" added as 10
- "American with Disabilities Act Compliance" added as 11.

Frank

Frank M. Stichter, MHP
Certified Health Rosetta Advisor
President, Strategic Healthplan Consulting LLC
Colorado: 970.349.7707
Ohio: 419.725.1088
Cell: 970.989.8577
Click **HERE** to schedule a call
www.strategichpc.com



EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the Triad Resource Group, LLC d/b/a Triad EAP ("Triad") and the Board of County Commissioners of Gunnison County ("EMPLOYER").

RECITALS

A. Triad offers a professional services program designed to assist (1) work organizations in addressing productivity issues and (2) employee Clients in identifying and resolving personal concerns (including, but not limited to health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues). The program provides counseling, training, referral services and access to other resources to participating employers and their employees, along with immediate family members of employees.

B. Employer desires to receive such services provided by Triad.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

1. Definitions. The words and terms defined below have the following definitions:

a. "Client" shall mean any Eligible Employee and any member of the Eligible Employee's Immediate Family who are receiving EAP Services.

b. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors are generally independent contractors and not employees of Triad, but who accept referrals from Triad.

c. "EAP Services" shall mean employee assistance program services offered through Triad, which includes, but is not limited to, individual, couple and family counseling, group and training programs.

d. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified in Employer's current quarterly report to Triad including employee name and other identifying information required by Triad.

e. "Immediate Family" shall mean an Eligible Employee's spouse or domestic partner, and dependent children under 26 years of age who are not emancipated.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

2. **Term of Agreement**. This Agreement shall be effective for an initial term of twelve months beginning January 1, 2023 and ending on December 31, 2023 unless terminated earlier in accordance with this Agreement. The Agreement will automatically renew at the end of the initial term for successive one-year periods unless either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal. Notice by Triad of an increase in rates, regardless of when given, shall not constitute a non-renewal notice, but consistent with paragraph 4.c. Employer shall have sixty (60) calendar days from the date of the notice in which to choose to cancel the Agreement, during which period the rate increase shall not be effective.

3. This Agreement is subject to Employer making an annual budget appropriation in an amount sufficient to fund this Agreement. If Employer fails or refuses to make such an appropriation, Employer reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

4. **Triad's Responsibilities**.

a. **EAP Services for Clients** shall be provided as follows:

1) Counseling. Triad shall provide counseling sessions as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, substance abuse, emotional distress, family, marital, financial, legal and job-related problems.

2) Referral to Outside Professionals. Triad or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. Triad is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. Triad and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of Triad, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional (or if coverage is available and the outside professional accepts such coverage, to a third-party insurer or payer) and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of Triad and do not share fees with Triad.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

3) Education. Triad shall make available to Employer the programs specified on Exhibit A for the purpose of increasing Client knowledge, awareness and skills on using the EAP appropriately and effectively.

b. **Triad will report Statistics** on utilization to Employer on a quarterly basis. Quarterly statistics will show the number of Clients who have used EAP services by Employer. Annual statistics will include information such as gender, number of employee-Clients, immediate family-Clients, types of referrals, and problem categories. Names will not be reported. If the identity of the Client is obvious from the statistic, the statistic shall not be disclosed unless the Client has consented to disclosure.

c. **Triad will bill Employer** for any additional services provided to Employer during the month by the 10th of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided under the quarterly assessment amount as explained in Exhibit A attached.

d. **Strategic Result.** Execution of this Agreement will assist Employer with its Human Resource Department strategy, as outlined in the Gunnison County Strategic Plan

5. Employer's Responsibilities.

a. **Coordination with Triad**. Substantial coordination is necessary between Employer and Triad for effective utilization of EAP Services. At all times, Employer shall have a representative available to Triad for such coordination.

b. **Designation of Class and Name of Eligible Employees.** Employer shall give written notice to Triad of the Class of Eligible Employees and shall by the tenth day of each quarter report the names of every individual on the Employer's last payroll who fall within the Class. The Class of Eligible Employees shall be all Regular and Probationary-Status Employees on the payroll (individuals who are regularly scheduled to work full-time or part time and are part of the regular work force, excluding only temporary, intermittent part time, and seasonal employees).

c. **Payment.** Employer shall pay Triad on or before the tenth day of the quarter, an amount equal to the base rate times the number of Eligible Employees on Employer's final payroll for the last quarter ("quarterly assessment"). The base rate for determining the monthly assessment and other charges are stated in Exhibit A. Triad shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least thirty (30) calendar days prior to the end of the Term. If such notice is given, the rates set

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

forth in the notice shall be the applicable rates under this Agreement for the next one-year Term.

1) Payment shall entitle all Eligible Employees and the Immediate Family to receive basic services for the year. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services. Similarly, there shall be no extra charge for individuals who become Eligible Employees during the current quarter, so long as the number of Eligible Employees for the Employer does not increase by more than 10% during the quarter. If there is greater than a 10% increase in Eligible Employees during the quarter, Employer shall pay Triad an additional base charge for each additional Eligible Employee added during the quarter. The charge shall be paid within thirty (30) calendar days of Triad's statement date.

2) If Employer's use of Triad's services terminates mid-month, Triad shall refund to Employer a pro-rata share of the monthly assessment for that Employer based on the number of calendar days remaining in the month after Triad receives notice of the termination. Thereafter, Triad and its EAP Counselors shall not be obligated to provide further services to Employer's employees or the employees' Immediate Families.

3) Payment for "Additional Services" as noted in 3.c. above shall be due within thirty (30) calendar days of the statement date.

6. **<u>Confidentiality</u>**. All information provided by Triad is subject to applicable laws and professional ethics regarding confidentiality. Triad and Employer agree to enter a HIPAA compliant business associate agreement for the protection of health information regarding Clients. Except as otherwise required or allowed by applicable law, information about Clients will not be divulged by EAP Counselors or Triad to Employer or any third party, except as provided below:

a. **Statistical Information**. Triad will disclose non-identifying statistics to Employer on an annual basis as provided in paragraph 3.b above.

b. **Employer Referral, No Job Jeopardy**. When Employer notifies Triad that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, Triad will seek written authorization from the Eligible Employee who is a current Client to disclose to Employer that the Client is receiving EAP Counseling Services. Triad may then report this information to Employer if the Client so authorizes such disclosure in writing. Only the fact that Client is

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

receiving EAP Counseling Services will be disclosed to Employer, except as set forth in paragraph 3.b above.

c. **Employer Referral, Job Jeopardy Situation**. When Employer notifies Triad that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and with written authorization of the Eligible Employee, Triad shall provide in addition to the information provided pursuant to paragraphs 3.b and 5.b above, the following information:

1) The date(s) the Eligible Employee attends or fails to attend;

2) Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);

3) A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and

4) Whether the Employee has been referred for treatment or other services to an Outside Professional.

d. **Referral to Outside Professional**. With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by Triad or an EAP Counselor for additional professional services.

7. Triad's Right to Provide Services to Others. Triad is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit Triad's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

8. Termination of Agreement. This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

a. The bankruptcy or insolvency of either party;

b. A party's failure to cure a material breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;

c. A second material breach within the same one-year Term;

d. With or without cause upon sixty (60) calendar days prior notice; or

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

e. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, Triad's obligation to provide EAP Services to Employer, Eligible Employees and their Immediate Families and dependents shall terminate immediately and Triad shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate except for its obligation to allow Triad to audit the payroll records of Employer, and to pay all amounts owed under this Agreement.

9. <u>General Provisions</u>.

a. **Limitation of Liability**. The EAP Counselors and other outside professionals are independent contractors and not employees of Triad. Triad has no vicarious liability or respondeat superior liability for the quality of services provided or the omissions by these individuals. Triad's liability is limited to situations where it has been reckless or grossly negligent in using the services of the independent contractor and this reckless or grossly negligent conduct is the proximate cause of the damages suffered by the claimant. In any event Triad's liability shall be limited to actual damages and shall not include any compensatory, consequential, or punitive damages, interest, penalties or attorney's fees incurred by the claimant in pursuing remedies.

b. **Independent Contractor.** Triad acknowledges and agrees that Triad is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Employer. Further, Triad is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

c. **Indemnification**. Triad irrevocably and unconditionally agrees to indemnify, defend and hold harmless Employer, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Triad or its employees, subcontractors or agents in connection with this Agreement. Further, Employer shall not be liable to Triad or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Triad expressly disclaims any such claims or damages as against Employer.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

d. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue of all matters shall be in 7th Judicial Court, Colorado.

e. **Severability**. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

f. **Assignment**. Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of Triad. Triad's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Triad without prior written consent of Employer.

g. **Entire Agreement**. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

h. **Amendments**. This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (i) Triad may unilaterally increase the rates as provided in paragraph 4.c. and change the benefits described in Exhibit A by giving Employer at least sixty (60) calendar days advance notice, during which period the rate or benefit changes shall not be effective, and (ii) Triad may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following Triad's notice to Employer of the amendment.

i. **Notices**. Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after mailing by United States Mail, postage prepaid, first class or certified or registered mail, to the address of the parties set forth hereafter, whichever occurs first. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

j. **Benefit**. The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

10. **Immigration Compliance Certification.**

a. Triad certifies that Triad does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

b. Triad certifies that Triad has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Triad certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Triad agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Triad agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

11. **American with Disabilities Act Compliance**.

Triad represents and warrants to Employer that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Triad, or be subjected to any discrimination by Triad upon which assurance Employer relies.

THE UNDERSIGNED HAS CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

Triad EAP
Name: John Gribben



_____
(signature)

Title: Owner / Manager

Date November 11, 2022

Address:
844 Grand Ave., Suite A
Grand Junction, CO 81501

Board of County Commissions of Gunnison County
Name: _____

_____
(signature)

Title: _____

Date _____

Address:
200 E. Virginia Ave
Gunnison, CO 81230

ATTACHMENTS: Exhibit A

EXHIBIT A
Triad EAP's SERVICES

Employer: Gunnison County
Effective Date: 1/1/23 – 12/31/23

1. **Payment of Quarterly Assessment.** Payment must be received by Triad, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All employees who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer shall be counted in computing the monthly assessment. The base rate per Eligible Employee per quarter is $12.30.

2. **Basic EAP Services Included in the Base Rate**.

a. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is six (6) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The Type of Incident is defined by the primary stressor creating the need for counseling, as follows:

1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.

2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;

3) Financial or legal problems;

4) Job-related problems;

5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

hours in advance will be assessed counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

b. **Financial Counseling Sessions**. Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions. Any financial counseling session provided under this Agreement for Eligible Employee's immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement.

c. **Legal Assistance Sessions**. The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or Triad. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

d. **Integrated ID Recovery—**30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery.

e. **Life Coaching.** Eligible Employees can consult with a Triad Life Coach for various issues such as career development, goal setting, life transitions, time management and work-life balance. Mental health conditions are not appropriate for Life Coaching. Up to five sessions are included during each one-year term; sessions can take anywhere from 15 to 90 minutes and can take place by phone, video chat, and / or in person. Immediate Family are not eligible for Life Coaching.

f. **Training Programs.** Triad shall present two hours of work-site training programs during each one-year Term on topics selected by Employer from topics listed on the current Triad Training Catalog (available upon request and on the Triad website).

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

g. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three Conflict Resolution Counseling sessions will be provided by Triad to Employer each one-year Term (1 counselor for up to 4 hours per case).

h. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. Triad shall make available to Employer three critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per case).

i. **Management consultations –** Unlimited management consultations regarding EAP services & policy development as it relates to the EAP Services are included at no charge.

3. <u>Charges for Additional Services</u>.

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of $85.00 per session, up to 50 minutes. Such sessions must be paid for at the time the service is provided, unless arrangements are made with the EAP Counselor and Client, in advance, for billing to the Eligible Employee, Client, Employer or other party.

b. **Additional Training Programs.** Work-site training programs will be provided at a charge to Employer of $275 per hour plus travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

c. **Conflict Resolution Sessions.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Additional Conflict Resolution Sessions will be provided to Employer at the rate of $95 per one-hour session plus travel costs where applicable.

d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of $125 per one-hour session plus travel costs where applicable.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

AMENDMENT
TO
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

RECITALS

A. Triad EAP (Triad) and Board of County Commissioners of Gunnison County ("Employer") are parties to an Employee Assistance Program Agreement dated March 5, 2018 for the provision of EAP Services to Clients. The Employee Assistance Program Agreement and any amendments thereto shall collectively be referred to as the "Agreement." All definitions and terms of the Agreement are incorporated herein by this reference.

B. TRIAD and Employer desire to amend the Agreement.

WHEREFORE, in consideration of the above recitals and the mutual promises below, the parties agree as follows:

1. Exhibit A of the Agreement shall be deleted in its entirety and replaced by the attached Exhibit C.

2. Except as set forth in this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

3. This Amendment is effective for EAP Services provided on or after January 1, 2018.

TRIAD EAP

Name: John Gribben

(signature)

Title: Owner / Manager

Date April 17, 2019

Address:

844 Grand Ave., Suite C
Grand Junction, CO 81501

EMPLOYER

Name: JONATHAN HOUCK

(signature)

Title: CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

Date MAY 21, 2019

Address:

200 E. Virginia Ave
Gunnison, CO 81230

ATTACHMENT(S):
Exhibit C

EXHIBIT C
Triad EAP's SERVICES

Employer: Gunnison County
Effective Date: 1/1/18 – 12/31/18

1. **Payment of Quarterly Assessment**. Payment must be received by TRIAD, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All employees who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer shall be counted in computing the monthly assessment. The base rate per Eligible Employee per quarter is $6.69.

2. **Basic EAP Services Included in the Base Rate**.

a. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is three (3) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The Type of Incident is defined by the primary stressor creating the need for counseling, as follows:

1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.

2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;

3) Financial or legal problems;

4) Job-related problems;

5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24 hours in advance will be assessed counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized

during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

b. **Financial Counseling Sessions**. Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions. Any financial counseling session provided under this Agreement for Eligible Employee's immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement.

c. **Legal Assistance Sessions**. The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or Triad. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

d. **Integrated ID Recovery—**30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery.

e. **Life Coaching.** Eligible Employees can consult with a Triad Life Coach for various issues such as career development, goal setting, life transitions, time management and work-life balance. Mental health conditions are not appropriate for Life Coaching. Up to five sessions are included during each one-year term; sessions can take anywhere from 15 to 90 minutes and can take place by phone, video chat, and / or in person. Immediate Family are not eligible for Life Coaching.

f. **Training Programs.** TRIAD shall present two one-hour work-site training programs during each one-year Term on topics selected by Employer from topics listed on Exhibit B as "Wellness & Personal Growth Seminars".

g. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three Conflict Resolution Counseling sessions will be provided by TRIAD to Employer each one-year Term (1 counselor for up to 3 hours per session).

h. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. TRIAD shall make available to Employer three critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per session).

i. **Management consultations** – Unlimited management consultations regarding EAP services & policy development as it relates to the EAP Services are included at no charge.

3. Charges for Additional Services.

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of $85.00 per session, up to 50 minutes. Such sessions must be paid for at the time the service is provided, unless arrangements are made with the EAP Counselor and Client, in advance, for billing to the Eligible Employee, Client, Employer or other party.

b. **Training Programs.** Work-site training programs will be provided at a charge to Employer of $225 per hour plus travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

c. **Conflict Resolution Sessions.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Additional Conflict Resolution Sessions will be provided to Employer at the rate of $95 per one-hour session plus travel costs where applicable.

d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of $125 per one-hour session plus travel costs where applicable.

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the Triad Resource Group, LLC d/b/a Triad EAP ("Triad") and the Board of County Commissioners of Gunnison County ("EMPLOYER").

RECITALS

A. Triad offers a professional services program designed to assist (1) work organizations in addressing productivity issues and (2) employee Clients in identifying and resolving personal concerns (including, but not limited to health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues). The program provides counseling, training, referral services and access to other resources to participating employers and their employees, along with immediate family members of employees.

B. Employer desires to receive such services provided by Triad.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

1. Definitions. The words and terms defined below have the following definitions:

a. "Client" shall mean any Eligible Employee and any member of the Eligible Employee's Immediate Family who are receiving EAP Services.

b. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors are generally independent contractors and not employees of Triad, but who accept referrals from Triad.

c. "EAP Services" shall mean employee assistance program services offered through Triad, which includes, but is not limited to, individual, couple and family counseling, group and training programs.

d. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified in Employer's current quarterly report to Triad including employee name and other identifying information required by Triad.

e. "Immediate Family" shall mean an Eligible Employee's spouse or domestic partner, and dependent children under 26 years of age who are not emancipated.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

2. **Term of Agreement**. This Agreement shall be effective for an initial term of twelve months beginning January 1, 2018 and ending on December 31, 2018 unless terminated earlier in accordance with this Agreement. The Agreement will automatically renew at the end of the initial term for successive one-year periods unless either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal. Notice by Triad of an increase in rates, regardless of when given, shall not constitute a non-renewal notice, but consistent with paragraph 4.c. Employer shall have sixty (60) calendar days from the date of the notice in which to choose to cancel the Agreement, during which period the rate increase shall not be effective.

3. **Triad's Responsibilities**.

a. **EAP Services for Clients** shall be provided as follows:

1) Counseling. Triad shall provide counseling sessions as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, substance abuse, emotional distress, family, marital, financial, legal and job-related problems.

2) Referral to Outside Professionals. Triad or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. Triad is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. Triad and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of Triad, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional (or if coverage is available and the outside professional accepts such coverage, to a third-party insurer or payer) and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of Triad and do not share fees with Triad.

3) Education. Triad shall make available to Employer the programs specified on Exhibit A for the purpose of increasing Client knowledge, awareness and skills on using the EAP appropriately and effectively.

b. **Triad will report Statistics** on utilization to Employer on a quarterly basis. Quarterly statistics will show the number of Clients who have used EAP services by Employer. Annual statistics will include information such as gender, number of employee-Clients,

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

immediate family-Clients, types of referrals, and problem categories. Names will not be reported. If the identity of the Client is obvious from the statistic, the statistic shall not be disclosed unless the Client has consented to disclosure.

c. **Triad will bill Employer** for any additional services provided to Employer during the month by the 10th of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided under the quarterly assessment amount as explained in Exhibit A attached.

4. Employer's Responsibilities.

a. **Coordination with Triad**. Substantial coordination is necessary between Employer and Triad for effective utilization of EAP Services. At all times, Employer shall have a representative available to Triad for such coordination.

b. **Designation of Class and Name of Eligible Employees.** Employer shall give written notice to TRIAD of the Class of Eligible Employees and shall by the tenth day of each quarter report the names of every individual on the Employer's last payroll who fall within the Class. The Class of Eligible Employees shall be all Regular and Probationary-Status Employees on the payroll (individuals who are regularly scheduled to work full-time or part time and are part of the regular work force, excluding only temporary, intermittent part time, and seasonal employees).

c. **Payment.** Employer shall pay TRIAD on or before the tenth day of the quarter, an amount equal to the base rate times the number of Eligible Employees on Employer's final payroll for the last quarter ("quarterly assessment"). The base rate for determining the monthly assessment and other charges are stated in Exhibit A. TRIAD shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least thirty (30) calendar days prior to the end of the Term. If such notice is given, the rates set forth in the notice shall be the applicable rates under this Agreement for the next one-year Term.

1) Payment shall entitle all Eligible Employees and the Immediate Family to receive basic services for the year. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services. Similarly, there shall be no extra charge for individuals who become Eligible Employees during the current quarter, so long as the number of Eligible Employees for the Employer does not increase by more than 10% during the quarter. If there is greater than a 10% increase in Eligible Employees during the quarter, Employer

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

shall pay Triad an additional base charge for each additional Eligible Employee added during the quarter. The charge shall be paid within thirty (30) calendar days of Triad's statement date.

2) If Employer's use of Triad's services terminates mid-month, Triad shall refund to Employer a pro-rata share of the monthly assessment for that Employer based on the number of calendar days remaining in the month after Triad receives notice of the termination. Thereafter, Triad and its EAP Counselors shall not be obligated to provide further services to Employer's employees or the employees' Immediate Families.

3) Payment for "Additional Services" as noted in 3.c. above shall be due within thirty (30) calendar days of the statement date.

5. Confidentiality. All information provided by Triad is subject to applicable laws and professional ethics regarding confidentiality. Triad and Employer agree to enter a HIPAA compliant business associate agreement for the protection of health information regarding Clients. Except as otherwise required or allowed by applicable law, information about Clients will not be divulged by EAP Counselors or Triad to Employer or any third party, except as provided below:

a. **Statistical Information**. Triad will disclose non-identifying statistics to Employer on an annual basis as provided in paragraph 3.b above.

b. **Employer Referral, No Job Jeopardy**. When Employer notifies Triad that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, Triad will seek written authorization from the Eligible Employee who is a current Client to disclose to Employer that the Client is receiving EAP Counseling Services. Triad may then report this information to Employer if the Client so authorizes such disclosure in writing. Only the fact that Client is receiving EAP Counseling Services will be disclosed to Employer, except as set forth in paragraph 3.b above.

c. **Employer Referral, Job Jeopardy Situation**. When Employer notifies Triad that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and with written authorization of the Eligible Employee, Triad shall provide in addition to the information provided pursuant to paragraphs 3.b and 5.b above, the following information:

1) The date(s) the Eligible Employee attends or fails to attend;

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

2) Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);

3) A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and

4) Whether the Employee has been referred for treatment or other services to an Outside Professional.

d. **Referral to Outside Professional**. With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by Triad or an EAP Counselor for additional professional services.

6. Triad's Right to Provide Services to Others. Triad is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit Triad's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

7. Termination of Agreement. This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

a. The bankruptcy or insolvency of either party;

b. A party's failure to cure a material breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;

c. A second material breach within the same one-year Term;

d. With or without cause upon sixty (60) calendar days prior notice; or

e. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, Triad's obligation to provide EAP Services to Employer, Eligible Employees and their Immediate Families and dependents shall terminate immediately and Triad shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate except for its obligation to allow Triad to audit the payroll records of Employer, and to pay all amounts owed under this Agreement.

8. General Provisions.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

a. **Limitation of Liability**. The EAP Counselors and other outside professionals are independent contractors and not employees of Triad. Triad has no vicarious liability or respondeat superior liability for the quality of services provided or the omissions by these individuals. Triad's liability is limited to situations where it has been reckless or grossly negligent in using the services of the independent contractor and this reckless or grossly negligent conduct is the proximate cause of the damages suffered by the claimant. In any event Triad's liability shall be limited to actual damages and shall not include any compensatory, consequential, or punitive damages, interest, penalties or attorney's fees incurred by the claimant in pursuing remedies.

b. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue of all matters shall be in 7th Judicial Court, Colorado.

c. **Severability**. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

d. **Assignment**. Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of TRIAD. TRIAD'S rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by TRIAD without prior written consent of Employer.

e. **Entire Agreement**. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

f. **Amendments**. This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (i) Triad may unilaterally increase the rates as provided in paragraph 4.c. and change the benefits described in Exhibit A by giving Employer at least sixty (60) calendar days advance notice, during which period the rate or benefit changes shall not be effective, and (ii) Triad may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following Triad's notice to Employer of the amendment.

g. **Notices**. Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after mailing by United States Mail, postage prepaid, first class or certified or registered mail, to the address of the parties set forth hereafter, whichever occurs first. The address to which notices are

given may be changed by notice of change of address given in the method and manner provided herein.

h. **Benefit.** The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

THE UNDERSIGNED HAS CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

Triad EAP

Name: John Gribben

(signature)

Title: Owner / Manager

Date March 5, 2018

Address:

844 Grand Ave., Suite C
Grand Junction, CO 81501

Board of County Commissioners of Gunnison County

Name: Phil Chamberland

(signature)

Title: Chairperson

Date 4/3/18

Address:

200 E. Virginia Ave
Gunnison, CO 81230

ATTACHMENTS: Exhibit A

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

EXHIBIT A
Triad EAP's SERVICES

Employer: Gunnison County
Effective Date: 1/1/18 – 12/31/18

1. **Payment of Quarterly Assessment.** Payment must be received by TRIAD, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All employees who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer shall be counted in computing the monthly assessment. The base rate per Eligible Employee per quarter is $6.69.

2. **Basic EAP Services Included in the Base Rate.**

a. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is five (5) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The Type of Incident is defined by the primary stressor creating the need for counseling, as follows:

1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.

2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;

3) Financial or legal problems;

4) Job-related problems;

5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24 hours in

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

advance will be assessed counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

b. **Financial Counseling Sessions**. Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions. Any financial counseling session provided under this Agreement for Eligible Employee's immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement.

c. **Legal Assistance Sessions**. The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or Triad. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

d. **Integrated ID Recovery**—30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery.

e. **Life Coaching.** Eligible Employees can consult with a Triad Life Coach for various issues such as career development, goal setting, life transitions, time management and work-life balance. Mental health conditions are not appropriate for Life Coaching. Up to five sessions are included during each one-year term; sessions can take anywhere from 15 to 90 minutes and can take place by phone, video chat, and / or in person. Immediate Family are not eligible for Life Coaching.

f. **Training Programs.** TRIAD shall present two one-hour work-site training programs during each one-year Term on topics selected by Employer from topics listed on Exhibit B as "Wellness & Personal Growth Seminars".

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

g. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three Conflict Resolution Counseling sessions will be provided by TRIAD to Employer each one-year Term (1 counselor for up to 3 hours per session).

h. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. TRIAD shall make available to Employer three critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per session).

i. **Management consultations –** Unlimited management consultations regarding EAP services & policy development as it relates to the EAP Services are included at no charge.

3. **Charges for Additional Services**.

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of $85.00 per session, up to 50 minutes. Such sessions must be paid for at the time the service is provided, unless arrangements are made with the EAP Counselor and Client, in advance, for billing to the Eligible Employee, Client, Employer or other party.

b. **Training Programs.** Work-site training programs will be provided at a charge to Employer of $225 per hour plus travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

c. **Conflict Resolution Sessions.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Additional Conflict Resolution Sessions will be provided to Employer at the rate of $95 per one-hour session plus travel costs where applicable.

d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of $125 per one-hour session plus travel costs where applicable.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

EXHIBIT B
Triad Trainings

FOR MANAGERS AND SUPERVISORS

Recognize and Assist the Troubled Employee: This 60 – 90 minute training is a must for all managers and supervisors. Sometimes life can weigh heavy on an employee and all it takes is a helping hand to make a difference. Supervisors and managers can be that helping hand but first they need to learn to recognize when an employee might be in trouble. This training helps managers recognize employees who may be struggling and then gives instructions on how to help that employee find the help they need.

The Art of Conflict Resolution: Nothing can be more stressful than employees who don't click. Dealing with workplace conflict can take up to 20-42% of a manager's time, drain productivity, and lower morale within the entire organization. This training teaches effective, hands-on ways managers can help turn negative conflict into positive change within the organization by learning simple, yet powerful communication skills. 90 minutes

Managing Burnout: This training is designed specifically for supervisors and managers to help address signs of burnout and provides data on leadership behaviors and approaches that reduce burnout in the workforce. If your employees seem exhausted and unhappy, procrastinate, are often out sick, and simply not engaging, this training can provide direction. If your energy is sapped at the end of the day, here are tools to create an environment that supports resilience in you and in your workforce.

Workplace Violence Prevention – A Team Effort: Learn what to do to help reduce risk through policies, training, recognition, and implementation of Incident Response Teams. This training will instruct managers and supervisors about how to create a safe work environment but also plan for the unexpected if a violent event occurred.

FOR ALL STAFF

A Respectful Workplace: The topic of workplace civility and its opposing dynamics of workplace incivility, harassment, and bullying are highly impactful and determine whether the workplace provides a safe, productive, and engaging environment. This training helps your employees understand your workplace policies around workplace harassment and bullying, helps raise awareness about our behaviors, and provides methods and processes of dealing with these subtle yet impactful behaviors.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

Coping with Compassion Fatigue: Employees who are frequently exposed to the pain, trauma, and misfortune of others may be susceptible to compassion fatigue; a condition that may lead presenteeism, absenteeism, and health problems for the employee. This training provides the recognition, causes, and methods of preventing and treating compassion fatigue and is appropriate for health care workers, mental health workers, first responders, police personnel, and teachers.

Customer Service: Organizations face more competition more than ever. Once you get a customer, keep them by providing world-class customer service. This training also teaches skills on the most challenging, yet potentially rewarding, imperatives: dealing with a dissatisfied customer. Learn skills to address and recover from a customer's poor experience and provide exceptional customer service that will be the talk of the town.
Full day or half day training

Domestic Violence – Make it Your Business: Domestic violence is more common and devastating than you might imagine. Studies have shown that violence in the home follows victims into the workplace, resulting in absenteeism, low productivity and turnover. Learn about how it impacts all areas of life, and how to assist employees who are affected.

EAP 101: This training gives a brief overview of the EAP benefit either onsite or via Google Hangouts.

Effective Communication in Today's Business World: Communication skills are important and powerful tools for success in life. As an effective communicator, you are better able to lead, resolve conflict, and motivate others. This training looks at basic communication principles as well as the impact of nonverbal cues on communication. Learn how you can master effective communication to reduce conflict, improve productivity and become a better listener.

A Guide to Crucial Conversations: Conversations can be tricky. Put together two or more people who have different communication styles, personalities, and expectations who are trying to navigate important topics and varying emotions and a conversation just turned crucial. This training helps attendees understand their own strengths, challenges, and communication styles and how they interact with others. They will also learn tips and techniques on how to have a successful crucial conversation.

Mind Over Math: If creating a desired financial outcome was as easy as simple math, a little budgeting know-how, and a modicum of self-control, everyone would have a perfect financial situation. Instead, more and more Americans are facing financial stress and it's taking its toll on health. A 2015 Consumer Financial Literacy Survey shows 80% of U.S. adults have financial worries. Learn how to tackle the problem head-on and turn stress into a sense of financial empowerment. 60, 75 or 90 minutes

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

Mindfulness and You: Studies show that learning to direct your mind to the present moment can help reduce stress, distraction and worry. Get the basics down with a one-hour mindfulness training session that will leave employees feeling happier, more productive, and re-engaged in work and home life.

Personal Assessment: Know Thyself: Identify habits that influence how you and others you work with communicate, solve problems, and make decisions. Knowing yourself habits, strengths, and challenges will help you become more resilient in your day-to-day interactions. Two-hour training; course materials require extra charge

Preventing and Addressing Sexual Harassment: Learn to identify sexual harassment at work; what to do if it happens to you or someone reports it to you; the legal ramifications involved with sexual harassment; and ways to avoid acting in harassing ways.

Stress Resiliency: Life isn't always smooth sailing so learning to navigate life's storms will help reduce stress and create more joy in life. This training will teach participants how to remain resilient and healthy no matter what happens in life from stressors (divorce, job loss, or financial problems) to life transitions (new baby, job promotion, or moving houses). Learn how to empower yourself by understanding the role of your thoughts and perceptions and how they shape your reaction to life events.

Resiliency: Stress Management Through Greater Self-Awareness: Becoming more resilient through life's difficulties requires higher emotional intelligence. This training will help participants better understand themselves and their strengths, challenges, and communication styles as well as the various ways different social styles prefer to communicate. Learn how to work alongside different social styles as well as how to have difficult conversations.

Toll free 1-877/679-1100 • 970/242-9536 • Fax 844/298-4042 • Grand Junction, CO 81501

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fund Transfer; West Region Wildfire Council; Title

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and West Region Wildfire Council

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Transfer 2022 USDA Title III funds to West Region Wildfire Council.

Fiscal Impact:

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 11/17/2022

County Attorney Review: (●) Required ( ) Not Required

Comments:

MOAs are legally sufficient. Recommend that invoices NOT be processed until both 2021 and 2022 MOA are executed by all parties. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2013-2022 ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2022, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and West Region Wildfire Council, a Colorado non-profit corporation, whose address is, 160 South Amelia St, Ridgway, Colorado 81432.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2015 Gunnison County was authorized to receive Title III funds in the amount of $78,145.70 and in 2016 received those funds. In 2016 Gunnison County was authorized to receive Title III funds in the amount of $71,836.33 and received those funds in 2017. In 2017 Gunnison County was authorized to receive Title III funds in the amount of $61,184.54 and received those funds in 2018. In 2018 Gunnison County was authorized to receive Title III funds in the amount of $60,578.71 and received those funds in 2019. In 2019 Gunnison County was authorized to receive Title III funds in the amount of $55,634.95 and received those funds in 2020. In 2020, Gunnison County was authorized to receive $50,524.66, and received those funds in 2021. In 2021, Gunnison County was authorized to receive $ 65,369.07, and received those funds in 2022.

Gunnison County wishes to transfer those Title III Funds currently held by Gunnison County, in the amount of $65,369.07 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison County have been disbursed by Gunnison County to West Region Wildfire Council and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein. Should disbursement take more than one (1) year, and should after that one-year period Gunnison County be required to expend County funds in order to effectuate the purpose of or otherwise comply with this Agreement, this Agreement shall become subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement

2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's fire mitigation activities, Gunnison County agrees to and shall:

1. Transfer those Title III Funds identified above currently held by Gunnison County to West Region Wildfire Council.

2. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for Gunnison County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

4. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Agreement, West Region Wildfire Council is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. West Region Wildfire Council does not have any authority to bind Gunnison County in any manner whatsoever.

B. **West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, West Region Wildfire Council is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

4. INDEMNIFICATION.

West Region Wildfire Council shall irrevocably and unconditionally indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to West Region Wildfire Council or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and West Region Wildfire Council expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, West Region Wildfire Council will provide the County reasonably prompt notice of the relevant claim. West Region Wildfire Council will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by West Region Wildfire Council but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to West Region Wildfire Council or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, West Region Wildfire Council will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, West Region Wildfire Council shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less

than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of West Region Wildfire Council's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by West Region Wildfire Council. West Region Wildfire Council shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, West Region Wildfire Council's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of West Region Wildfire Council. West Region Wildfire Council shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. West Region Wildfire Council agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the West Region Wildfire Council to the County under this Agreement. West Region Wildfire Council shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

West Region Wildfire Council agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. DISCRIMINATION.

West Region Wildfire Council agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of

the Office of the Secretary of Transportation. West Region Wildfire Council shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, West Region Wildfire Council shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

West Region Wildfire Council represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by West Region Wildfire Council, or be subjected to any discrimination by West Region Wildfire Council upon which assurance Gunnison County relies.

10. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:
Scott Morrill
Emergency Manager
Gunnison County
510 W. Bidwell Avenue
Gunnison, CO 81230

With a Copy to:
Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

West Region Wildfire Council:
Jamie Gomez
Executive Director
West Region Wildfire Council
160 South Amelia St
Ridgway, Colorado 81432

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

13. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the West Region Wildfire Council receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. West Region Wildfire Council has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and West Region Wildfire Council shall not employ any person having such known interests. West Region Wildfire Council shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. West Region Wildfire Council represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of West Region Wildfire Council by placing the West Region Wildfire Council's own interests, or the interests of any party with whom the West Region Wildfire Council has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given West Region Wildfire Council written notice describing the conflict.

15. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including

war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

10. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

B. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All electronic counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed

electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

13. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Western Wildfire Council and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Western Wildfire Council's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

14. RECORDS.

Western Wildfire Council shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Western Wildfire Council shall be subject to financial audit by federal, state or county auditors or their designees. Western Wildfire Council authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Western Wildfire Council. Western Wildfire Council shall fully cooperate during such audit or inspections.

15. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathon Houck, Chairperson

By: _____
Roland Mason, Vice-Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

ATTEST:

_____
Secretary

WEST REGION WILDFIRE COUNCIL

160 South Amelia Street
Ridgway, CO 81432 US
lilia.falk@cowildfire.org
www.COwildfire.org

INVOICE

BILL TO
Gunnison County
Attn: Finance Dept
200 E. Virgina Avenue
Gunnison, CO 81230

INVOICE	1104
DATE	11/15/2022
DUE DATE	12/15/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Title III Allocation	2022 allocation per MOA with West Region Wildfire Council.	1	65,369.07	65,369.07

CHECKS PAYABLE TO:
West Region Wildfire Council
160 South Amelia Street
Ridgway, CO 81432
Tax ID: 82-4728317

BALANCE DUE **$65,369.07**

WEST REGION WILDFIRE COUNCIL
160 South Amelia Street
Ridgway, CO 81432 US
lilia.falk@cowildfire.org
www.COwildfire.org

INVOICE

BILL TO
Gunnison County
Attn: Finance Dept
200 E. Virgina Avenue
Gunnison, CO 81230

INVOICE	1070
DATE	02/01/2022
DUE DATE	03/03/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Title III Allocation	2021 allocation per MOA with West Region Wildfire Council.	1	50,524.66	50,524.66

CHECKS PAYABLE TO:
West Region Wildfire Council
160 South Amelia Street
Ridgway, CO 81432
Tax ID: 82-4728317

BALANCE DUE **$50,524.66**

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2013-2021 ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2022, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and West Region Wildfire Council, a Colorado non-profit corporation, whose address is 160 South Amelia St, Ridgeway, Colorado 81432.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2015 Gunnison County was authorized to receive Title III funds in the amount of $78,145.70 and in 2016 received those funds. In 2016 Gunnison County was authorized to receive Title III funds in the amount of $71,836.33 and received those funds in 2017. In 2017 Gunnison County was authorized to receive Title III funds in the amount of $61,184.54 and received those funds in 2018. In 2018 Gunnison County was authorized to receive Title III funds in the amount of $60,578.71 and received those funds in 2019. In 2019 Gunnison County was authorized to receive Title III funds in the amount of $55,634.95 and received those funds in 2020. In 2020, Gunnison County was authorized to receive $50,524.66, and received those funds in 2021.

Gunnison County wishes to transfer those Title III Funds currently held by Gunnison County, in the amount of $50,524.66 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison

County have been disbursed by Gunnison County to West Region Wildfire Council and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein. Should disbursement take more than one (1) year, and should after that one-year period Gunnison County be required to expend County funds in order to effectuate the purpose of or otherwise comply with this Agreement, this Agreement shall become subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement

2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's fire mitigation activities, Gunnison County agrees to and shall:

1. Transfer those Title III Funds identified above currently held by Gunnison County to West Region Wildfire Council.

2. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for Gunnison County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to

satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

4. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Agreement, West Region Wildfire Council is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. West Region Wildfire Council does not have any authority to bind Gunnison County in any manner whatsoever.

B. **West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, West Region Wildfire Council is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

4. INDEMNIFICATION.

West Region Wildfire Council shall irrevocably and unconditionally indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to West Region Wildfire Council or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and West Region Wildfire Council expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, West Region Wildfire Council will provide the County reasonably prompt notice of the relevant claim. West Region Wildfire Council will defend or settle, at its own expense, any demand,

action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by West Region Wildfire Council but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to West Region Wildfire Council or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, West Region Wildfire Council will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, West Region Wildfire Council shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of West Region Wildfire Council's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by West Region Wildfire Council. West Region Wildfire Council shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, West Region Wildfire Council's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of West Region Wildfire Council. West Region Wildfire Council shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. West Region Wildfire Council agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the West Region Wildfire Council to the County under this Agreement. West Region Wildfire Council shall maintain, at its

own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

West Region Wildfire Council agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. DISCRIMINATION.

West Region Wildfire Council agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. West Region Wildfire Council shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair

employment practices. Additionally, West Region Wildfire Council shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

West Region Wildfire Council represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by West Region Wildfire Council, or be subjected to any discrimination by West Region Wildfire Council upon which assurance Gunnison County relies.

10. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:
Scott Morrill
Emergency Manager
Gunnison County
510 W. Bidwell Avenue
Gunnison, CO 81230

With a Copy to:
Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

West Region Wildfire Council:
Jamie Gomez
Executive Director
West Region Wildfire Council
160 South Amelia St
Ridgway, Colorado 81432

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

13. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the West Region Wildfire Council receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. West Region Wildfire Council has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and West Region Wildfire Council shall not employ any person having such known interests. West Region Wildfire Council shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. West Region Wildfire Council represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of West Region Wildfire Council by placing the West Region Wildfire Council's own interests, or the interests of any party with whom the West Region Wildfire Council has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given West Region Wildfire Council written notice describing the conflict.

15. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the

Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

10. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

B. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All electronic counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties

agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

13. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Western Wildfire Council and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Western Wildfire Council's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

14. RECORDS.

Western Wildfire Council shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Western Wildfire Council shall be subject to financial audit by federal, state or county auditors or their designees. Western Wildfire Council authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Western Wildfire Council. Western Wildfire Council shall fully cooperate during such audit or inspections.

15. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further

acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathon Houck, Chairperson

By: _____
Roland Mason, Vice-Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

ATTEST:

_____
Secretary

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2013-2020 ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on the 15th day of September, 2020, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and West Region Wildfire Council, a Colorado non-profit corporation, whose address is 510 South Cascade Avenue, Montrose, Colorado 81401.

I. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2015 Gunnison County was authorized to receive Title III funds in the amount of $78,145.70 and in 2016 received those funds. In 2016 Gunnison County was authorized to receive Title III funds in the amount of $71,836.33 and received those funds in 2017. In 2017 Gunnison County was authorized to receive Title III funds in the amount of $61,184.54 and received those funds in 2018. In 2018 Gunnison County was authorized to receive Title III funds in the amount of $60,578.71 and received those funds in 2019. In 2019 Gunnison County was authorized to receive Title III funds in the amount of $55,634.95 and received those funds in 2020.

Gunnison County wishes to transfer those Title III Funds currently held by Gunnison County, in the amount of $55,634.95 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

II. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison County have been disbursed by Gunnison County to West Region Wildfire Council and

all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein.

2. CONSIDERATION.

a. In consideration and exchange for West Region Wildfire Council's fire mitigation activities, Gunnison County agrees to and shall:

i. Transfer those Title III Funds identified above currently held by Gunnison County to West Region Wildfire Council.

ii. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

b. In consideration and exchange for Gunnison County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

i. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

A. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

B. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

ii. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

iii. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as

amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

a. In carrying out its obligations and activities under this Agreement, West Region Wildfire Council is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. West Region Wildfire Council does not have any authority to bind Gunnison County in any manner whatsoever.

b. West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

4. INDEMNIFICATION.

West Region Wildfire Council shall indemnify, defend and hold harmless Gunnison County, its commissioners, officers, employees and agents, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of West Region Wildfire Council or its employees, sub-contractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, West Region Wildfire Council will provide insurance certificates to Gunnison County. Such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent.

c. Comprehensive automobile liability insurance on all vehicles used by West Region Wildfire Council in the performance of this Agreement, or in addition or in the alternative non-owned vehicle insurance to the extent applicable.

6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

West Region Wildfire Council agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: Scott Morrill
Emergency Manager
Gunnison County
510 W. Bidwell Avenue

Gunnison, CO 81230

With a Copy to: Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

West Region Wildfire Council: Jamie Gomez
Executive Director
West Region Wildfire Council
510 S. Cascade Ave.
Montrose, Colorado 81401.

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

10. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All electronic counterparts shall be promptly followed with delivery of original executed counterparts.

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathon Houck, Chairperson

By: _____
Roland Mason, Vice-Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

ATTEST:

_____
Secretary
Director of Finance, WRWC

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; Amend

Action Requested: County Manager Signature

Parties to the Agreement: Charlier Associates, Inc

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is an extension of an existing contract with Jim Charlier to provide assistance with the Brush Creek Intersection project. This project has gone over schedule and the scope has grown, causing the original contract to run out of funds. Jim is an important tool in negotiations with CB and CDOT.

Fiscal Impact: 9,000

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 11/17/2022

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

AMENDMENT TO

CONSULTANT AGREEMENT

Pursuant to the Paragraph 13(b) of the December 7, 2021 CONSULTANT AGREEMENT by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Charlier Associates, Inc., whose address is 3420 W. 32nd Avenue, Suite 305, Denver, CO 80211 ("Consultant") (hereinafter "Agreement"), the Parties hereby agree to amend the Agreement as follows:

1. SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth in Appendix A to the Agreement, as well as the services set forth in the Supplemental Work Order #1 Authorization attached as Appendix A to this Amendment to Consultant Agreement ("Services"). All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

All other provisions of the Agreement shall remain in full force and effect as if fully restated in this Amendment to Consultant Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

GUNNISON COUNTY

By: _____

Matthew Birnie

County Manager

CHARLIER ASSOCIATES, INC.

By: Jim Charlier

Its: President

Gunnison County Department of Public Works

Supplemental Work Order #1 Authorization

Date: November 10, 2022

Project Name: Brush Creek Rd/SH 135 Intersection Design Oversight

CAI Project Number: GCO-001

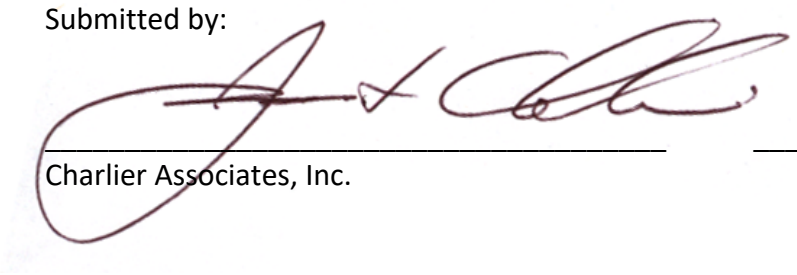
Description of Work to be Performed: As Described in Attached Scope of Services

Terms:

1) Amendment to original contract approved in August, 2021.

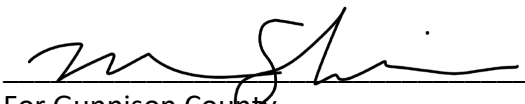
2) Gunnison County authorizes Charlier Associates, Inc. to perform additional work described below. Compensation shall be for actual hours and expenses (if any) with the total cost not to exceed $9,000.00.

Submitted by:



Charlier Associates, Inc. — Date: 11/10/22

Approved by:



For Gunnison County — Date: 11/14/2022

Terms Used

"Design Oversight Consultant" – Charlier Associates, Inc.
"Design Consultant" – separately contracted to County for design services.
"Staff" – County public works department staff.
"Project" – Conceptual design of a new intersection at Brush Creek Road and SH 135.
"Other Work" – Additional transportation oversight support described below.

Scope of Services

Task 1 – Project. Provide continued support to Staff in managing Project engineering services by the Design Consultant, including:

a) help coordinate the involvement of County Public Works, County Planning, Town of Crested Butte and Colorado DOT in the design and programming of Brush Creek intersection;
b) help plan, coordinate and deliver a public workshop (virtual) to close out the conceptual engineering phase of the project;
c) help Staff plan, coordinate and deliver a presentation on the Project to County Commission (if needed);
d) help coordinate the involvement of County Public Works, County Planning, Town of Crested Butte and Colorado DOT in the development of the Whetstone housing project and advancement of related recreational projects in the SH 135 corridor; and,
e) help the County pursue potential funding opportunities for the Project.

Task 2 – Other Work. Provide oversight and support services to Staff related to a potential Safe Streets for All (SS4A) "Action Plan" grant. If that grant is awarded, help coordinate next steps for the County in collaboration with the City of Gunnison, the Town of Crested Butte and Colorado DOT. Note: this supplement would not cover ongoing work on a SS4A program or actual preparation of an Action Plan.

Task 3 – Other Work. Provide other transportation support and oversight as requested.

Work Schedule

Work to be completed by June, 2023.

Estimated Budget

- Billing rate: $250 per hour
- No travel or other direct expenses are anticipated.

Task 1.
Estimated Hours: 16
Estimated Fees: $4,000

Task 2.
Estimated Hours: 12
Estimated Fees: $3,000

Task 3.
Estimated Hours: 8
Estimated Fees: $2,000

Subtotal.
Estimated Hours: 36
Estimated Fees: $9,000

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into this 7th day of December 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Charlier Associates, Inc., whose address is 3420 W. 32nd Avenue, Suite 305, Denver, CO 80211 ("Consultant").

RECITALS

WHEREAS, the Consultant desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Consultant to provide such Services pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in Appendix A. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on June 18, 2021 and shall terminate on December 31, 2022 (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its mission to provide infrastructure construction and management services to residents, visitors and County departments so they can travel on County roads, pursue recreational interests, and enjoy living in a more sustainable environment strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Consultant's performance of the Services during the Term, Gunnison County shall pay Consultant fees as more specifically not to exceed Fifteen Thousand Three Hundred and No/100 U. S. Dollars ($15,300.00) (the "Compensation"). Payment shall be made by Gunnison County to Consultant within 45 days of receipt of an invoice.

The Compensation shall compensate Consultant for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

Consultant agrees that at all times during the Term of this Agreement that Consultant shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Consultant will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Consultant during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three

Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

7. INDEPENDENT CONSULTANT.

In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent consultant and not as an agent, partner, joint venturer or employee of Gunnison County. Consultant does not have any authority to bind Gunnison County in any manner whatsoever.

Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Consultant is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Consultant agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Consultant or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds $100,000.00 annually.]*

If the Consultant has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution, which including this contract in the aggregate on an annual basis is/are equal to or exceed the amount of $100,000.00, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Consultant, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Consultant, and the Consultant's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contract Holder or on behalf of his or her immediate family member and for the benefit of any political party or for

the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. DISCRIMINATION.

The Consultant agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Consultant shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Consultant shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Consultant certifies that Consultant does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Consultant certifies that Consultant has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Consultant certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Consultant agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Consultant agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

12. ADA COMPLIANCE.

The Consultant represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Consultant, or be subjected to any discrimination by the Consultant upon which assurance Gunnison County relies.

13. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Consultant and, therefore, Consultant shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

15. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Appendix A.

16. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Ave. Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners Gunnison County 200 E. Virginia Ave. Gunnison, Colorado 81230
Consultant:	Charlier Associates, Inc James F. Charlier, 3420 W. 32nd Avenue, Suite 305 Denver, Colorado 80211

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

17. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

20. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

GUNNISON COUNTY

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONSULTANT

By: _____
James F. Charlier, Design Oversight Consultant

APPENDIX "A"

SCOPE OF SERVICES

Task 1. Support Staff in preparation of an RFP (request for proposals) for Project engineering services from a Design Consultant. Prepare draft RFP scope text. Help organize and participate in a virtual meeting with Colorado Department of Transportation (CDOT) Region 3 staff to review the County's objectives for the Project. Review final RFP and help revise before it is published on June 23, 2021.

Task 2. Review proposals submitted by prospective Design Consultants (due on July 14). Help Staff evaluate and rank the proposals and identify a short list of prospective consultants to interview. Help Staff prepare for interviews. Participate in interviews on July 20th (afternoon). Help Staff identify a preferred Design Consultant. Help Staff prepare a recommendation for Design Consultant and contract to County Board on July 27, 2021.

Task 3. Support Staff in contracting with a Design Consultant for the Project. Provide support to Staff in its management of the Project, including reviewing work, draft reports and other materials prepared by the Design Consultant. Provide support to Staff in coordinating with CDOT Region 3 staff. Travel to Gunnison and participate in first public workshop. Help Staff prepare for second (virtual) public open house (on-line video conference format) to be held in September 2021.

Task 4. Prepare for and participate in one virtual public open house (on-line video conference format) to be held in October 2021.

Task 5. Support staff in preparation of a Project recommendation to the County Board.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Daniel's Fund; Gunnison County

Action Requested: Other Consent

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Grant to support Choice Pass.

Fiscal Impact: $50,000

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/1/2022

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT

$50,000 | | Drug & Alcohol Addiction | Owen McAleer
R-2211-24093 | Gunnison County Substance Abuse Prevention Project
| Original Grant Amount:

Primary Contact: Emily Mirza, Youth Programming Coordinator, emirza@gunnisoncounty.org, 970-642-7612

Status Proposal Requested

▼ ORGANIZATION INFORMATION

Organization Gunnison County Substance Abuse Prevention Project
Location Gunnison ,CO
Primary Contact Emily Mirza
Executive Director/CEO Jonathan Houck
Board Chair:

Organization's Mailing Address on Record:
200 East Virginia Ave
Gunnison, CO 81230

Please carefully check the contact names and organization's mailing address above.

If they are incorrect, please use the space below to provide corrections to the mailing address, the Primary Contact and Executive Director/CEO information.

Provide the full name, including prefix, job title, email address, and phone number.

You may also note any names that should be removed from the dropdown list to update the organization's record.
Address and Contact Updates:

Is your organization a Government Entity? Yes

Government entities have a required attachment to document their tax status. Please carefully review the Attachments section.

Does this grant involve a Fiscal Sponsor? No

ORGANIZATION BACKGROUND AND PROGRAMS

Year organization was founded: 2006

Organization's Background:

In 2006, Gunnison County was awarded a SPF SIG grant as one of 14 Colorado counties at highest risk for substance abuse. We ranked third among the state's frontier counties for Juvenile Drug-Related Arrest Rates, had significant "binge" drinking among underage youth in the community, and have the highest number of liquor stores per capita of any county in the state. Within the past 10 years the Gunnison County Substance Abuse Prevention Project (GCSAPP) has been working diligently as a community coalition to minimize youth use rates of alcohol, tobacco, marijuana and prescription drugs. 2021 Healthy Kids Colorado Survey data indicates a decrease in use for all substances, however those who use do at a higher frequency paired with other high risk behaviors such as polysubstance use and driving. In addition, they indicate poorer mental health measures. GCSAPP has adopted a public health approach to prevention, allowing our efforts to move upstream to address risk and protective factors.

Organization's Current Programs:

Current programs are Choice Pass (CP), Rethinking Substances (RTS), social emotional learning (SEL) with grades 6 and 9, driug and alcohol education with grades 8 and 10, skill-based services for students experiencing grief, and Youth Wellness a grassroots youth led program to connect peers to counseling. This year the CP program served 550 youth and their parents. Over 40 businesses give recognition and provide alternative programming and discounts to CP youth. 350 parents and community members received education last year. CP is a protective factor, offering opportunities for pro-social involvement, increasing connectedness and decreasing the risk of suicide and substance abuse.

RTS, a restorative approach to working with youth who are using substances and their parents continues to be used for youth. Program staff support youth to identify any harm that was caused by their choices and how to repair that harm. Youth and families are connected to additional support services in the community as needed. 12 youth and their parents participated in RTS individual or group meetings during the last school year.

This year 275 youth were provided SEL to increase skill building and healthy coping. Nine Crested Butte Community youth who experienced loss of a parent received skill-based services in school. Six paid youth leaders organize Youth Wellness and 77 counseling sessions were provided to 24 youth were provided free therapy services by local professionals.

▼ REQUEST INFORMATION

Project Title:

Gunnison County Substance Abuse Prevention Project

Grant Request Summary:

Funding will be utilized for staffing costs and programmatic costs associated with Choice Pass.

Staffing

Youth Program Coordinator 12 months (52 weeks), budgeted at .8 FTE 25% (9 hours per week) based on $30/hr. - $14,040

Youth Program Coordinator plans, implements and reports on all youth and parent activities as part of Choice Pass.

Social Emotional Coordinator 12 months (52 weeks) Budgeted at .75 FTE 25% (8 hours per week) based on $35/hr. - $14,560

Social Emotional Coordinator provides direct social emotional education in school to 6th and 9th grade youth and will facilitate the skill-based one-on-one and family sessions for participants who violate the program. Social Emotional Coordinator will facilitate restorative processes for youth engaging in substance use.

Interpreter/Translation Services 3 hours/week (52 weeks) x $25/hr. - $3,900

Choice Pass Program

- Drug Tests - 6-7th grade saliva tests and 8th -12th grade urine analysis for 50% of 6th-12th grade - $1,500

- Nicotine Tests - $8 per test x 50% participants 6th - 12th grade (325) - $2,624

- Newspaper ads 9 x $150 - $1,350

- Support for Alternative Activities - Community business discounted activities/scholarship $500 each to be distributed across youth for each program - Rec Center, athletics and school fees, Mt. Roots, Hockey, School of Dance, etc. - $3,000

- Outdoors Youth Leadership Program10 students - $2,700

- Parent Education nights 10 events 60 attendees at each event x $8pp - $4,840

- Shirts, stickers and promotional costs - $1,026

- Parent Education presenter fees - 2 speakers x $250 = $500

Total = $50,000

Amount Requested: $50,000.00

Proposed Grant Term (in months):

Grant Term Explanation:

REQUESTED TYPE OF SUPPORT

Please select the Type of Support for which you are applying in order to show the correct application questions. ***Please note that the Daniels Fund does not support endowments, and in the K-12 Education Reform area, does not make Capital grants****.*

- General Operating (supports an organization's day-to-day operations)
- Program / Project (provides support for specific activities, including equipment purchases)
- Capital (supports the purchase, construction, or renovation of buildings or facilities)

Requested Type of Support: Program / Project

Summary of Program or Project:

Choice Pass (CP) is a substance abuse, bullying, and suicide prevention program for Gunnison and Hinsdale County 6th-12th grade youth. CP takes a three-pronged approach to prevention utilizing the social development strategy. Providing clear expectations of behavior, opportunities to demonstrate the behaviors and community recognition. CP provides access to healthy activities and education for parents and youth to navigate adolescence.

How the program works: youth and parents make a commitment together each fall; youth to remain substance free and make healthy choices and parents to be supportive through adolescence. Youth gain access to 40 discounts including a discounted ski pass, Rec Center pass, and access to leadership/recreation opportunities. Youth are held accountable through random drug testing from October to May. Parents are required to attend one education dinner to learn about a variety of topics affecting teens and how to better engage in difficult conversations with their adolescent.

CP aims to reduce past 30 day substance use rates among youth, create prosocial activities for youth, and build connectedness between youth and adults in the community. We work to reduce risk factors and enhance protective factors to increase health outcomes for youth through an upstream approach to prevention.

Approximately 500-600 6th-12th grade youth enroll in the program annually. Out demographics have remained consistent with 90% of youth enrolled identify as non-Hispanic White, 6% as Hispanic, 1.5% American Indian or Alaskan Native, and 2.5% as multiple races. 350 parents and community members attend education events annually.

Please enter the <u>project</u> expense for the specific project or program for which you are requesting Daniels Fund support - this is should be the total expenses for the project, not just the portion for which a Daniels Fund grant is being requested.

***If you are requesting a multi-year grant*, please enter the cumulative total budget for all years of the requested project/program grant term. For example, if your one-year project budget is $100,000 and you are requesting a 3-year grant, enter $300,000. We are aware that budgets vary from year to year, so please give your best estimate.**

Project Budget:

REQUIRED QUESTIONS FOR ALL TYPES OF SUPPORT

Impact:

CP continues to engage 55% of 6th-12th graders and their parents in Gunnison County. According to the 2022-2023 CP enrollment survey, 97% of CP parents report having a conversation about the dangers of drugs and alcohol in the last 12 months. While, 81% of youth report talking to a parent. 92% of parents indicated talking to their child about mental health and 79% of youth talked to a parent in the past 12 months (CP enrollment survey 22/23). We continue to work to close this gap though parent education and school-based education.

According to the 2021 Healthy Kids Colorado Survey Data 85% of high school youth in the Gunnison Watershed School District reported being able to go to an adult with serious problem vs 91% of CP youth (CP enrollment survey 22/23). We understand that having a trusted adult to go to with a problem is the strongest protective factor for young people. CP requires youth enroll in the program with a trusted adult.

95% of youth enrolled in CP this fall indicated they had not used any substance (alcohol, cigarettes, vapes, marijuana, and other drugs) in the past 30 days. 92% indicated that they have never ridden in a vehicle with someone who had been drinking.

We have seen a decrease in violations do due vaping or nicotine use, In 2020-2021 65% of youth had a nicotine related violation verse in 2021-2022 58% of youth had a nicotine related violation. We have been working diligently to decrease access through local taxes and increase perception of harm of vaping through parent education and school-based education.

Context:

According to the 2021 Healthy Kids Colorado Survey Data past 30 day use rates for all substances (alcohol, marijuana, nicotine, and prescription drugs) has decreased for high school students since 2019. Youth are reporting that it is harder to access substances and increase in perception of harm if they use substances. Through qualitative data collection with youth and adults and cross tab analysis on data points we learned that the youth who continue to use do so at a higher rate paired with other high risk behaviors and indicate poorer mental health incomes. 20% of adults report binge drinking in the last 30 days (CDPHE 2022) and 19.5% (HKCS 2021) of high school students report the same in Gunnison County. Alcohol is our most used and abused substance. Youth are exhibiting behaviors molded by the adults in our community.

Planning:

To ensure program sustainability, several state and federal grant applications have been submitted. The Board of County Commissioners have included CP in their Gunnison County strategic plan.

This is the second year of the Choice Pass annual giving campaign. We will continue to fundraise locally to better sustain the the program - specifically healthy programming for youth, scholarships, and parent education. Last spring we had several families reach out indicating the need for more support for summer programming. This year we are working to have not only a fall scholarship cycle but a spring as well to help decrease the financial burden of summer programming. We will continue to increase opportunities for prosocial programming for youth including leaderships opportunities and outdoor recreation. In addition, program staff are working with the school district so youth can get credit for attending Choice Pass outdoor education programming.

We will continue to expand the program to better serve Latinx families. In January, GCSAPP was able to heir a full time interpreter/translator. This has greatly incensed our ability to engage with Latinx families, enroll youth into Choice Pass, and build trust.

We are working to expand staff capacity to meet the growing needs to support youth. Currently, we are seeking funding to hire staff person to increase youth programming including all the opportunities run through CP.

FINANCIALS

These financial questions are required for all applicants. If the question is not applicable, please enter n/a.

Net Loss / Net Assets Decrease?

na

Material Restricted Net Assets?

na

Current Year Net Loss?

na

Debt or Lines of Credit?

na

Organization's Annual Operating Budget for the Current Fiscal Year: $411,659.00

For your Current Fiscal Year End Date below, please enter in the form of mm/dd/yyyy, such as 06/30/2020 or 12/31/2020.

Current Fiscal Year End Date (mm/dd/yyyy): 12/31/2022

GEOGRAPHICAL AREA SERVED

To select Geographical Area Served, click on the + symbol to the right of the line below. Select your State, Region, (if applicable), then County, then click on the > symbol to add the area. You may select more than one area served. Please be as specific as possible.

Please be sure to select the counties you serve, not just the state, unless you serve the entire state, then you may keep your selection to the state level.

You will be asked to select the percentage of your population served from each geographical area you select, using the percentage "sliders." If you do not track exact percentages, please provide your best estimate. Percentages must total 100%. You may edit the percentages after you have entered them by clicking on the icon to the left of the + symbol.

Geographical Area Served

▼ MEASURABLE RESULTS

What are the clear, specific, and measurable results your organization is expecting to achieve with a Daniels Fund grant?

Consider how you will know whether anyone is better off as a result of this grant.

We recommend that you refer to the document titled "Examples of Measurable Results" by clicking here.

Enter at least one, and no more than five results. You are not required to enter all five.

Result 1:

By December 2023, 95% of Choice Pass youth will uphold their commitment by making healthy choices and remaining substance free.

Result 2:

By December 2023, Choice Pass will enroll 500-600 Gunnison and Hinsdale County 6th through 12th grade youth into Choice Pass.

Result 3:

By December 2023, there will be a 2% increase in youth enrolled who identify as Hispanic/Latino.

Result 4:

By December 2023, Choice Pass will fundraise for $10,000 to support youth scholarships, programming, and parent education.

Result 5:

DEMOGRAPHIC INFORMATION

Required for all applications

What percentage of the population that you serve identify as:

American Indian / Alaska Native:	2%
Asian / Asian American:	0%
Black / African American:	0%
Latino / Hispanic:	6%
Pacific Islander / Native Hawaiian:	0%
White / Caucasian:	90%
Multiple Races / Ethnicities:	3%

Total number of unduplicated individuals served across all of your programs and services: 1150

▼ ATTACHMENTS

UPLOAD INSTRUCTIONS

To upload a document, click the + icon next to the line with the name of the attachment below and select the document from your computer's files that you wish to upload by clicking "add files" in the pop-up window. Once the document has been added, click "start upload". Close the document upload box when upload confirmed. The uploaded document will appear in the Attachments box at the bottom of the page.

If you are downloading a required Daniels Fund template or form by clicking on the blue link under the form name, please note that the document will download and appear in the lower left corner of your internet browser. When it appears, click on the document to open it and save it to your computer.

REQUIRED ATTACHMENTS FOR ALL GRANT TYPES

MAJOR CONTRIBUTORS
Click to download required document.

NAMES AND QUALIFICATIONS OF KEY STAFF
Please use your own format. Include length of service with the organization. Do not include job descriptions or resumes.

BOARD OF DIRECTORS LIST
Include the following information each board member:
Position on the board (identify officer and committee positions)
Occupation and name of employer and/or affiliation

CURRENT (YEAR-TO-DATE) FINANCIAL STATEMENTS
Include a Statement of Financial Position (Balance Sheet) and Statement of Activities (Income Statement) through the most recently completed operating period available (must be within the past three months).

ORGANIZATION'S BUDGET-TO-ACTUAL REPORT
Your organization's operating budget for the current fiscal year with actual income and expenses through the most recently completed period.

ORGANIZATION'S OPERATING BUDGET
Your organization's operating budget for the current fiscal year (including income and expenses). If near the end of your fiscal year, also include the budget for the upcoming fiscal year if available.

YEAR-END FINANCIAL STATEMENTS FOR THE TWO MOST RECENT FISCAL YEARS
Include the fiscal year-end financial statements, ***audited if available***, for the two most recent fiscal years. If audited financial statements are not available, please provide both a Statement of Financial Position (Balance Sheet) and Statement of Activities (Income Statement) for each fiscal year. If you are a newer organization without two years of financial statements, please upload a note to that effect in place of the financial statements. ***If audited financial statements are not available, please upload your most recent IRS Form 990.***

PROGRAM / PROJECT REQUIRED ATTACHMENT

GOVERNMENT ENTITY ATTACHMENT

Please provide proof of status as a government entity. This may take the form of an IRS Government Affirmation Letter (preferred), or a Statement of Tax Exemption. An example of a Statement of Tax Exemption can be downloaded by clicking here, which must be on the entity's official letterhead and include:

- Federal Identification Number (EIN)
- Address and phone number
- Attestation that the organization is a government entity and is therefore not subject to Federal income tax
- Signature of authorized person, with printed name, title, and date

You may request an IRS Statement of Tax Exemption by calling the Internal Revenue Service at 877-829-5500 and providing your Federal Identification Number. An example may be downloaded by clicking here.

OPTIONAL ATTACHMENTS

We invite you to submit photos and/or a video of your programs in action by clicking on the + sign next to the words Photo 1 and Photo 2 below. The video should be no more than 3 minutes and an .mp4 or .mov file would be best.

Please only submit photos or electronic media that we have permission to use publicly. By submitting a photo, you agree to allow the Daniels Fund to use photos, images, or other electronic media for publication and promotion on television, through our website, on social media, and any other public medium without restriction and with your full consent.

Cover Letter

ATTACHMENTS

Key Staff.docx
Names and Qualifications of Key Staff
Added by Kari Commerford at 3:19 PM on November 28, 2022

Budget.docx
Project Budget
Added by Kari Commerford at 3:06 PM on November 28, 2022

Major Contributors and Government Sources Template _ GCSAPP (10).xlsx
Major Contributors
Added by Kari Commerford at 11:35 AM on November 21, 2022

YTD Financials .xlsx
Current (YTD) Financial Statements
Added by Kari Commerford at 11:15 AM on November 21, 2022

Budget to Actual 2022 GCSAPP Grants.pdf
Organization's Budget-to-Actual Report
Added by Kari Commerford at 11:14 AM on November 21, 2022

Tax Exempt.pdf
Government Entity - Tax Exempt Documentation
Added by Kari Commerford at 11:06 AM on November 21, 2022

SAM REGISTRATION -20220311-025022.pdf
Government Entity - Tax Exempt Documentation
Added by Kari Commerford at 11:06 AM on November 21, 2022

IRS Letter RE tax status.pdf
Government Entity - Tax Exempt Documentation
Added by Kari Commerford at 11:06 AM on November 21, 2022

Choice Pass Brochure-d3.pdf
Communications Materials or Brochures
Added by Kari Commerford at 10:49 AM on November 21, 2022

CP.jpg
Photo 2
Added by Kari Commerford at 10:48 AM on November 21, 2022

Stregetic Plan - Goals and Objectvies.pdf
Strategic Business Plan
Added by Kari Commerford at 10:47 AM on November 21, 2022

Gunnison Count Substance Abuse Prevention Project Chair Lift Chat.pdf
Strategic Business Plan
Added by Kari Commerford at 10:47 AM on November 21, 2022

Final CP Report 2021 2022.pdf
Evaluation Results
Added by Kari Commerford at 10:46 AM on November 21, 2022

art.jpg
Photo 1
Added by Kari Commerford at 10:45 AM on November 21, 2022

2020 Gunnison County Comprehensive Annual Financial Report .pdf
Year-End Financial Statements Year 2
Added by Kari Commerford at 10:42 AM on November 21, 2022

2021 Gunnison County ACFR (FINAL).pdf
Year-End Financial Statements Year 1
Added by Kari Commerford at 10:39 AM on November 21, 2022

2022 Operating Budget.pdf
Organization's Operating Budget
Added by Kari Commerford at 10:20 AM on November 21, 2022

We do not file form 990.docx
Most Recently Filed Form 990
Added by Kari Commerford at 12:28 PM on November 18, 2022

Gunnison County Substance Abuse Prevention Project Executive Committee.pdf
Board of Directors List
Added by Kari Commerford at 12:26 PM on November 18, 2022

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature; Agr

Action Requested: Other acknowledgment of County Manager contract execution

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract to provide 18 units of factory built housing and complete all required work for ready for occupancy housing.

Fiscal Impact: 6039908.46

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 11/10/2022

County Attorney Review: (•) Required ( ) Not Required

Comments:
Appears legally sufficient. ASFR 11.14.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 11/14/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/16/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor for Sawtooth Project

AGREEMENT made as of the 12th day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of County Commissioners of the County of Gunnison, Colorado
By: Matthew Birnie, County Manager
200 E. Virginia
Gunnison, Colorado 81230

and the Contractor:
(Name, legal status, address and other information)

Fading West Construction, LLC
1950 McCormick Place
PO Box 1878
Buena Vista, CO 81211

for the following Project:
(Name, location and detailed description)

Sawtooth Workforce Housing Project
Lots 1-6, Block 137, City of Gunnison, Colorado

The Owner's Representative:
(Name, legal status, address and other information)

John Cattles; Assistant County Manager, Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230
jcattles@gunnisoncounty.org

The term Owner's Representative shall be defined throughout this document as the "Owner or Designated Representative." The Owner reserves the right to designate different representatives based on the scope of services being provided by each.
The Owner and Contractor agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 OWNER'S REPRESENTATIVE

11 SUBCONTRACTORS

12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

§ 1.1 The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. On behalf of Owner, Contractor will perform all services necessary to construct marketable Duplex & ADU residences to the specifications agreed upon with Owner, as attached in Exhibit B and Exhibit D. Homes will be manufactured offsite and will be delivered, set, completed, issued a certificate of occupancy, and warranted (Exhibit F) by the Contractor. The home sites will be complete with driveways and landscaping according to that allocated funds within the project budget. The entire project consists of 18 dwelling units on 6 lots.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

[« »] The date of this Agreement.

[« »]

[«X »] Established as follows:
Per the schedule provided as Exhibit C.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion
§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: Manufacture and on-site construction shall be completed by December 31st, 2023.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions as set forth in Exhibit C, Schedule of Work.

§ 2.3.3 The Contractor shall achieve Final Completion of the entire Work (finish the Punch List) not later than fourteen (14) days following Substantial Completion of the Work.

The Contractor shall provide sufficient resources to comply with the foregoing deadlines and if Contractor is behind schedule for reasons that do not entitle it to an extension of time under this Agreement, it shall, at its own expense, employ additional forces, and resources as may be required to recover the schedule and timely achieve Substantial Completion and final completion.

ARTICLE 3 CONTRACT SUM
§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be $6,039,908.46 (six million thirty-nine thousand nine hundred eight dollars and forty-six cents) as defined in the G702 & G703 attached as Exhibit E, subject to additions and deductions as provided in the Contract Documents. Exhibit "E' shall include a schedule of values that allocates the entire portion of the Contract Sum applicable to on-site construction among the various portions of the relevant Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may reasonably require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment for on-site construction. Owner and Contractor agree the Stipulated Sum does not include taxes. All state, county and local sales and use taxes shall be the obligation of Owner and shall be paid when due upon request from Contractor.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

Contractor has received a credit from the Owner in the amount of $237,696.00 (two hundred thirty-seven thousand six hundred ninety-six dollars and no cents) which is reflected in the Stipulated Sum and in the first payment application based on the June 10, 2022 contract.

The Landscaping, Appliance, and Driveway allocation on a per lot basis are included in the total price per square foot. Should the amounts increase above the allocation, Contractor shall obtain written approval from the Owner to exceed these amounts.

§ 3.3 Allowances, if any, included in the Contract:
(Identify each allowance.)

Item	Price
Driveway	$5,175.00 Per Lot
Landscaping	$17,537.50 Per Lot
Appliances	$10,350.00 Per Lot

§ 3.4 This Agreement is subject to the Owner making an annual budget appropriation in an amount sufficient to fund this Agreement. If the Owner fails or refuses to make such an appropriation, the Owner reserves the right to terminate this Agreement pursuant to the Termination article of this Agreement.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner's Representative by the Contractor and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in Exhibit "E" for manufacture and supply of the modular units and for on-site construction. The Owner shall make modular unit progress payments as follows:

10% Deposit	$237,696.00	Paid
45% Deposit	$1,069,632.00	Due November 11 2022
40% Deposit	$950,784.00	Due January 31st 2023
5% Balance	$118,848.00	Due upon modular completion

§ 4.1.2 The period covered by each Application for Payment for on-site construction shall be one calendar month ending on the last day of the month.

Because of the limited amount of on-site construction contemplated by this Agreement, each Application for Payment for on-site construction shall be based on the schedule of values included in Exhibit "E", which is expected to conclude within sixty (60) days of commencement. Accordingly, applications for Payment for on-site construction shall be paid within thirty (30) days and shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.3 The amount of each progress payment for on-site construction shall be as set forth in Exhibit E.

§ 4.1.4 Provided that an Application for Payment for on-site construction is received by the Owner's Representative not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month or the first business day thereafter. If an Application for Payment is received by the Owner's Representative after the date fixed above, payment of the certified amount shall be made by the Owner not later than thirty (30) business days after the Owner's Representative receives the Application for Payment.

« »

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
one % per month

§ 4.2 Final Payment
§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract including the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Owner's Representative in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's Representative's final Certificate for Payment.

« »

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 Binding Dispute Resolution
The method of binding dispute resolution shall be exclusively as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[«X »] Litigation in the State of Colorado District Court located in Gunnison County, Colorado

[« »] Other *(Specify)*

« »

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS
§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

« »

Document	Title	Date	Pages

§ 6.1.2 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Specifications as set forth in Exhibit D attached hereto

Section	Title	Date	Pages

§ 6.1.3 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

Construction will be based on the Design Documents. In addition to the Drawings set forth in Exhibit D, Contractor and Fading West Building Systems shall prepare a full set of plans to be submitted to the building department for each unit. Such plans, having not been finalized as of the date of this Agreement, shall meet the intent of the Owner.

Number	Title	Date

§ 6.1.4 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.5 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[« »] Exhibit A, Determination of the Cost of the Work.

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – Notice to Proceed
Exhibit B – Scope of Work
Exhibit C – Schedule of Work
Exhibit D – Product Specifications
Exhibit E – G702/703 Form Application for Payment/Schedule of Values.
Exhibit F - Fading West Construction, LLC's Builders Warranty and Modular 10 Year Structural Coverage
Exhibit G – Sale Tax Exemption Certificate

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner's Representative. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 7.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

Enforcement of the terms of the Contract and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Contract gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Owner or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

§ 7.3 The Work
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service
§ 7.5.1 The Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Owner shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Contractor and the Contractor's duly licensed, qualified and insured, professional architectural and engineering consultants' reserved rights.

§ 7.5.2 The Owner is authorized to use and reproduce the Instruments of Service, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.

§ 7.6 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.7 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.8 Notice
§ 7.8.1 Except as otherwise provided in Section 7.8.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission at the relevant address shown on the first page of this Agreement.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 7.8.2 Notice of Claims or default or termination shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. Rejection on other refusal to accept a Notice or the inability to deliver the same because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent.

§ 7.9 Relationship of the Parties

§7.9.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner's Representative and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§7.9.2 Contractor represents and warrants to the Owner as follows:

.1 The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

.2 All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

.3 Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

.4 There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

.5 Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

.6 Contractor has the right to and shall assign to Owner all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to Owner. To the extent that Contractor is not permitted to assign any warranties or indemnities to the Owner, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of Owner to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

§7.9.3 In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Owner. Contractor does not have any authority to bind Owner in any manner whatsoever. **Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Owner.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Owner's Representative and the Owner's Representative may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Owner's Representative's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Owner's Representative, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner's Representative any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner's Representative and in accordance with a Modification.

§ 9.4 Warranty

§ 9.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit and the Contractor's obligations regarding manufacture of the units shall be subject to Fading West's one (1) year modular unit warranty. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.4.2 All other warranties required by the Contract Documents (including Fading West's additional 2-10 warranty) shall be issued in the name of the Owner, or shall be transferable and assignable without fee to the Owner and subsequent purchasers of the modular units, and shall commence in accordance with Section 15.6.3, and shall be subject to homeowner's compliance with Fading West's homeowner's maintenance manual.

§ 9.4.3 A sample of the warranty is attached hereto as Exhibit F. Contractor shall cause a warranty to be executed for each unit.

Exhibit F

Fading West Construction, LLC's Builders Warranty and Modular 10 Year Structural Coverage

§ 9.5 Taxes

The Owner shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after receiving notice to proceed, shall submit for the Owner's and Owner's Representative's information a Contractor's schedule for the on-site construction Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Owner's Representative.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner's Representative reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Owner's Representative that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Specifically, Owner will review Contractor's selection packages and provide written approval no later than 1/31/2023. The selection packages will become part of the Contract Documents.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall be required to provide professional services. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner's Representative will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's Representative's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Owner's Representative will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Owner's Representative with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Owner's Representative harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

contained in Drawings, Specifications or other documents prepared by the Owner or Owner's Representative. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner's Representative.

§ 9.15 Covenant to Indemnify, Defend and Hold Harmless

§ 9.15.1 To the extent permitted by law, the Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless the Owner, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of the Contractor or its employees, subcontractors or agents in connection with this Agreement.

In case of any claim that is subject to indemnification under this Agreement, the Contractor will provide the Owner reasonably prompt notice of the relevant claim. The Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the Owner. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the Owner will tender the defense and settlement of any action or proceeding covered by this Section to the Contractor or upon request. Claims may be settled without the consent of the Owner, unless the settlement includes an admission of wrongdoing, fault or liability by the Owner, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

ARTICLE 10 OWNER'S REPRESENTATIVE

§ 10.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Owner's Representative issues the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Owner's Representative as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Owner's Representative. Consent shall not be unreasonably withheld.

§ 10.3 The Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Owner's Representative has authority to reject Work that it can in good faith can demonstrate does not conform to the Contract Documents and to require inspection or testing of the Work.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 10.7 The Owner's Representative will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Owner's Representative's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Owner's Representative has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Owner's Representative, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Owner's Representative, or by written Construction Change Directive signed by the Owner and Owner's Representative. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Owner's Representative, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner's Representative will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Owner's Representative will prepare a Change Order.

§ 13.3 The Owner's Representative will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner's Representative and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Owner's Representative promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work in each respective phase.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner's Representative in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner's Representative determines, justify excusable delay, then the Contract Time shall be extended for such reasonable time as the Owner's Representative may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Applications for Payment

§ 15.1.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment prepared in accordance with the completed portions of the Work. The application shall be supported by all data substantiating the Contractor's right to payment that the Owner or Owner's Representative require. Applications for Payment may include requests for payment for portions of the Work performed by others whom the Contractor intends to pay.

§ 15.1.2 Each Application for Payment submitted by Contractor shall be in the form of AIA Document G702/G703, listing the line item description of Work and its applicable value. In addition to other required items, as a condition

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

precedent to the Owner's obligation to make payment to Contractor, each Application for Payment shall be accompanied by the following in a form and substance acceptable to Owner:

(a) duly executed and sworn conditional waiver and release of lien/claim from the Contractor, subcontractors, sub-subcontractor's and suppliers for the amount of the current Application for Payment,

(b) commencing with Application #2, duly executed and sworn unconditional waiver and release of lien/claim from the Contractor, subcontractors, sub-subcontractor's and suppliers demonstrating payment for the amount of the prior month's Application for Payment, and

(c) such information as Owner or lender may reasonably require or which is required elsewhere in the Contract Documents.

§ 15.1.3 Payments shall be made as required by Exhibit E, G702 & G703, for modular units, materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work and on-site construction Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment, provided in the case of modular unit purchases such payment covers 100% of the modular unit cost. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

Section 15.2 Intentionally Omitted.
Section 15.3 Intentionally Omitted.

§ 15.4 Certificates for Payment

§ 15.4.1 Except in the case of payment due pursuant to Exhibit E, G702 & G703, which are due pursuant to the Exhibit C schedule, Owner's Representative will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor and Owner of the Owner's Representative's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner's Representative's evaluations of the Work and the data in the Application for Payment, that, to the best of the Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative's good faith opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

.2 third-party claims filed;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner;
.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Owner's Representative's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Owner's Representative shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the date of issuance of the Certificate of Occupancy on a unit by unit basis, or proof of final inspection sign-off by City of Gunnison Building Department.

§ 15.6.2 The Contractor shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner's Representative determines that the Work or designated portion thereof is substantially complete, the Owner's Representative will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion for each unit.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, when the Owner's Representative finds the Work acceptable under the Contract Documents, a Certificate of

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

Occupancy has been issued, and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. To the extent permitted by law, the Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Owner's Representative or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Owner's Representative of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 16.2.2 Intentionally omitted.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4. In the event that the Contractor subcontracts of the Work in this Agreement, all Subcontractors, Sub-Subcontractors, etc. shall meet the same insurance requirements. Complete copies of all insurance policies for same must be received prior to any Work being performed by Subcontractors, Sub-Subcontractors, etc.

§ 17.1.2 Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 **occurrence form** or equivalent for hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations

The insurance shall have the following minimum limits of liability of:

$1,195,000 Each Occurrence
$1,195,000 Personal and Advertising Injury
$2,000,000 General Aggregate
$2,000,000 Products / Completed Operations Aggregate

The general aggregate coverage limits shall be per project general aggregate and shall be evidenced on Contractor's Certificate of Insurance.
The insurance shall include:

- Contractual liability coverage sufficient to meet the requirements of this Contract Agreement (including defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability.) To the extent aligned with and permittable applicable law, no Contractual Liability Coverage Exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar)
- Personal Injury Liability (with contractual exclusions deleted)
- Perils of Explosion, Collapse, & Underground (XCU)
- Additional Insured coverage must be primary and non-contributory
- No separation of insured exclusion
- No subsidence exclusion
- No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar)
- If applicable, operations performed within 50 feet of a railroad property
- If applicable, operations involving residential, multi-family or apartments

Contractor shall maintain general liability coverage for both Products and Completed Operations Insurance and the Additional Insured for the duration of the statute of repose. Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement.

§ 17.1.3 Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Scope with limits of:

$1,195,000 Combined Single Limit

The insurance shall include:

- Coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project, and Contractual Liability coverage.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a $1,195,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
    - If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

Employer's Liability Insurance with minimum limits of:
$1,000,000 Each Accident
$1,000,000 Disease Each Employee
$1,000,000 Disease Policy Limit

Policy coverage terms and conditions to include:

- Certificate must clearly identify that coverage applies in the State in which the Project is located
- USL&H – where applicable.
- Jones Act – where applicable.
- All states endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in the State of Washington, Wyoming, Ohio, North Dakota or the Commonwealth of Puerto Rico.

§ 17.1.7 If Contractor or Subcontractor is providing professional services both those parties shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope.
Both Contractor and Subcontractors shall have proof of professional liability coverage in the amount of:
$1,195,000 per claim with a maximum deductible of $25,000 to be paid by Contractor.

Coverage shall include coverage for contractual liability but only to the extent arising out of Contractor or Subcontractor's professional services, respectively.

The Contractor and Subcontractors shall maintain such Professional Liability Insurance for the duration of the statute of repose. Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement.

§ 17.1.8 Intentionally omitted.

§ 17.1.9 Intentionally omitted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Owner's Representative, and the Owner's Representative's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Owner's Representative and the Owner's Representative's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Owner's Representative and Owner's Representative's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's Representative, Owner's Representative's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Owner's Representative and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Owner's Representative and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct on-site construction Work rejected in good faith by the Owner's Representative or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 Consistent with the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of Exhibit F, Fading West's One (1) Year Warranty, any of the on-site construction Work is found to be not in accordance with the requirements of the Contract Documents or is a covered item as set forth in Exhibit F, Fading West's One (1) Year Manufacturer's Warranty, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

John Cattles »«Assistant County Manager, Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230
jcattles@gunnisoncounty.org
970-275-0768

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

Charles O. Chupp, Jr., CEO
Fading West Construction, LLC
1950 McCormick Place
Buena Vista, CO 81211
charlie@fadingwestllc.com
719-966-9848

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 No Waiver of Governmental Immunity
The parties hereto understand and agree that the Owner is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Owner of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

§19.8 Americans with Disabilities Act Compliance
The Contractor represents and warrants to the Owner that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the Owner relies.

§19.9 No Construction Against Drafting Party
The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

§19.10 Survival of Certain Provisions
The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify Owner will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor
If the Owner's Representative fails to certify payment as provided in Section 15.4.1 for a period of 14 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, if such default continues without cure following seven additional days' notice to the Owner and the Owner's Representative, stop all on-site Work, terminate the Contract and recover from the Owner payment for Work executed, including modular unit production costs, reasonable overhead and profit, costs incurred by reason of such termination. In addition, Owner and Contractor agree Contractor will absorb material cost increases of up to five percent (5%) over Phase 1 material pricing in preparing the Stipulated Sum pricing for any subsequent Phase. However, material cost increases of more than five percent (5%) over Phase I material pricing shall either (1) be paid by Owner, or (2) Owner may terminate the Agreement for convenience.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice and opportunity to cure, terminate the Contract and take possession of the Project site and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Owner's Representative, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, upon completion of any phase of the Project, terminate the Contract for the Owner's convenience and without cause, provided the Owner may not terminate for convenience after production of modular units or on-site construction for a particular phase has begun. The Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts. Under no circumstances shall the Owner owe funds for Work that has not been completed by the Contractor for any reason whatsoever.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, but excluding those arising under Section 16.2, shall be referred initially to the Owner's Representative for decision. If either Party disputes the Owner's Representative's decision, principals from both parties with authority to bind the party to a resolution shall meet within fourteen (14) days and attempt to resolve the dispute amicably.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner's Representative within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 8 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 Not used.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 21.6 Not used.
§ 21.7 Not used.

§ 21.8 Not used.

§ 21.9 Not used.

§ 21.10 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Matthew Birnie, County Manager	Fading West Construction, LLC, by Charlie Chupp, Jr.
(Printed name and title)	*(Printed name and title)*

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

§ 21.6 Not used.
§ 21.7 Not used.

§ 21.8 Not used.

§ 21.9 Not used.

§ 21.10 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Matthew Birnie, County Manager	Fading West Construction, LLC, by Charlie Chupp, Jr.
(Printed name and title)	*(Printed name and title)*

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051139)

EXHIBITS TO SAWTOOTH PROJECT

AIA A014 OWNER/CONTRACTOR AGREEMENT

DATED OCTOBER ___, 2022

EXHIBITS

A – NOTICE TO PROCEED

B – SCOPE OF WORK

C- SCHEDULE OF WORK

D – PRODUCT SPECIFICATIONS BY DWELLING UNIT

E – G702/703 FORM APPLICATION FOR PAYMENT/SCHEDULE OF VALUES

F – FWC BUILDER'S WARRANTY & MODULAR 10 YEAR STRUCTURAL COVERAGE

G - SALES TAX EXEMPTION CERTIFICATE

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Owner's Representatives. All rights reserved. The "American Institute of Owner's Representatives," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 07:44:54 ET on 09/27/2021 under Order No.5654246873 which expires on 05/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1111051109)

NOTICE TO PROCEED

TO: Fading West Construction, LLC
Attn: Matt Steed, EVP
FROM: Gunnison County
DATE: October 7, 2022

SUBJECT: Notice to Proceed with Construction Contract

The Project commonly known as Sawtooth, located in Gunnison, CO was awarded to Fading West Construction, LLC, 1950 McCormick Place, Buena Vista, CO 81211, in the amount of $6,039,908.46 on .

Contractor is hereby notified to commence work set forth in the contract on or before March 1, 2023. All work is to be done in accordance with plans, specifications and conditions provided in the contract.

Please acknowledge receipt of this Notice by signing the space below and returning a copy to this office.

Please advise if there are any questions.
Sincerely,

GUNNISON COUNTY

By: _____

Its: County Manager

EXHIBIT A - Notice to Proceed

ACCEPTANCE OF NOTICE

Fading West Construction hereby acknowledges this Notice to Proceed, effective this 5th day of October, 2022.

By: _____

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Scope of Work

Project: Sawtooth
Owner: Gunnison County

Summary of Scope of Work Provided Per Address

Permit Fees & Design	
Task	**Notes**
Site Specific Permit Plan	
Site Specific Lot Plan (Civil)	
Landscape Plan	
AHJ Building Permit	
Water & Sewer Utility Fees	
Water Meter	
Secondary Electrical Service Equipment	
Surveying	

General Conditions	
Task	**Notes**
Mobilization	
Temp Toilet	
Disposal	
Temp Signage/Fencing	
Temp Utilities	
Construction Debris Cleaning	

Foundation & Utilities	
Task	**Notes**
Excavation – Foundation	Excavation SOW below
Water Lateral	
Sewer Lateral	
Radon	
Shallow Utility Trenching	
Foundation	
Backfill	

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

House Site Work	
Task	**Notes**
Transportation from Factory	
Modular Material Inventory	
Sill Plate	
Crane Services	
Set & Structural Connect	
Exterior Finish	Siding SOW below
Exterior Paint	Exterior Paint SOW below
Gutters	Gutters SOW below
Flatwork Grade Prep	
Front Porch Cap	
4” Concrete Flatwork – unreinforced	Flatwork SOW below
42”x42” Concrete Faced Stoop	Flatwork SOW below
Hidden Fastener Metal Roofing	Roofing SOW below
Electrical Connect	Electrical SOW below
Plumbing Connect	Plumbing SOW below
HVAC/Mini Split	Mechanical SOW below
Attic Insulation	Attic Insulation SOW below
Vapor Barrier & Foundation Insulation	Crawlspace Insulation SOW below
Drywall	
Interior Finish Carpentry	
Interior Paint	
LVT Install	
Carpet Install (including staircase)	Carpet SOW below
Punch	
Appliances	
32x24 Garage – Ready for ADU	Included in multiple SOW’s below
6x4 Door/Window Awning	Site Framing SOW below
9x4 Upper Awning	Site Framing SOW below
15x8 Single Front Porch – Roof	
15x5 Cantilevered Deck w/ Staircase – ADU	
Final Grade	
Driveway Gravel	
Landscape Plantings	Landscape SOW below
Landscape Irrigation	Landscape SOW below

EXHIBIT B Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Gutters

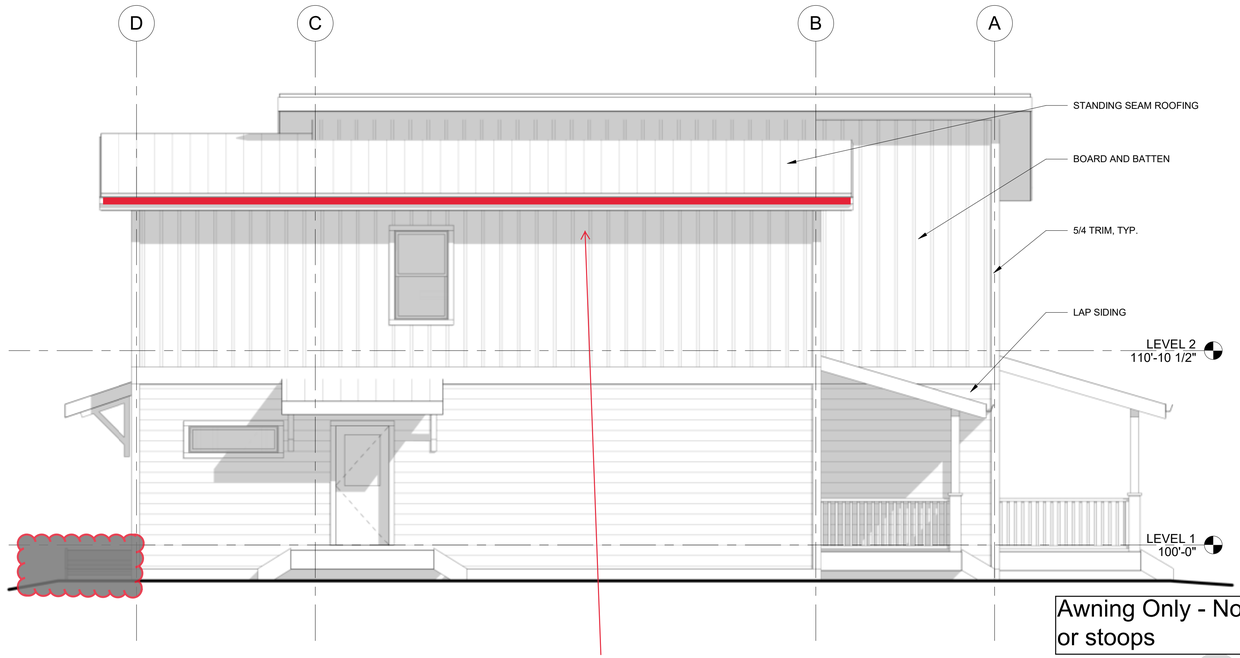
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex	Supply and install 82 linear feet of gutter w/ 3 foot hanger spacing, 2 down spouts, no wedges (42 LF on low side of both duplexes)
Porches	Supply and install 32 linear feet of gutter w/ 3 foot hanger spacing, 2 down spouts, no wedges (16 LF for each porch)
ADU/Garage	Supply and install 54 linear feet of gutter w/ 3 foot hanger spacing, 2 down spouts, no wedges (27 LF on low side of both the garage and ADU)
Lot Total	Supply and install 168 linear feet of gutter and 6 down spouts

Exhibit B - Scope of Work

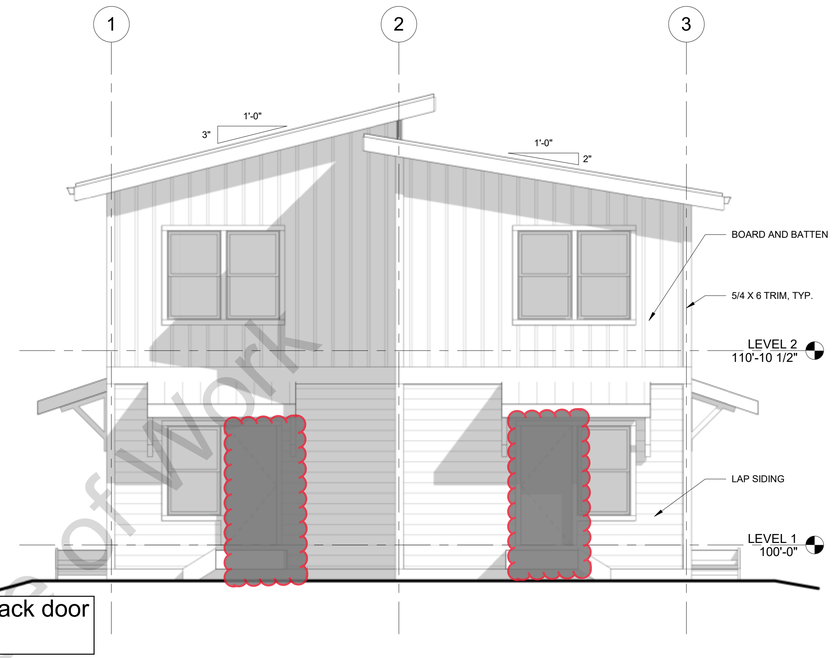
Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



4 SIDE ELEVATION
1/4" = 1'-0"

41 LF w/ downspout

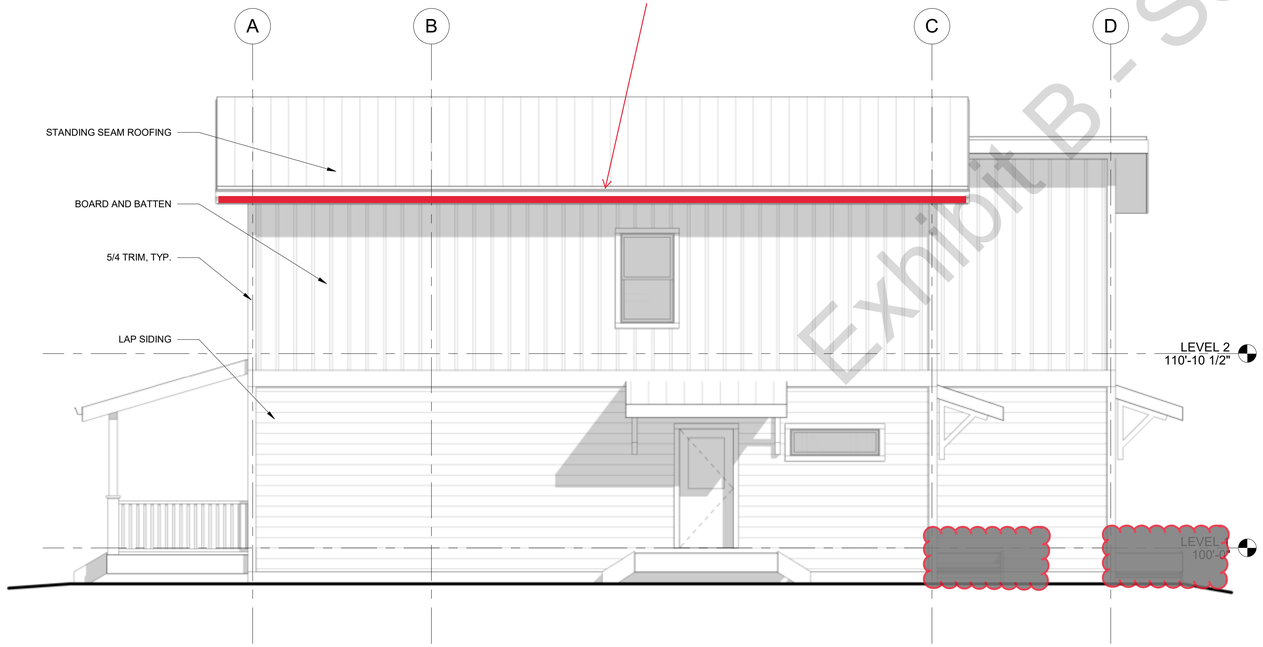
SCALE: 1/4"=1'-0"



Awning Only - No back door or stoops

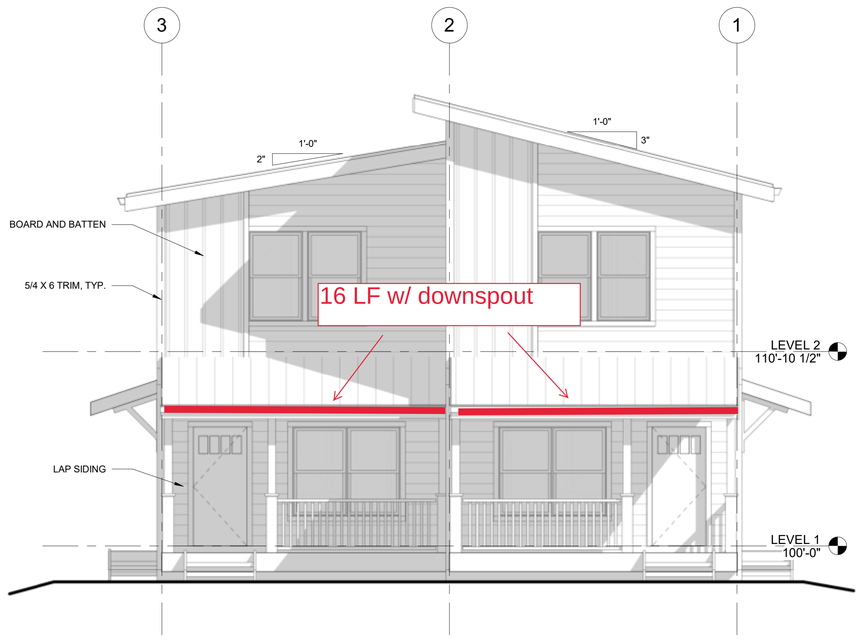
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

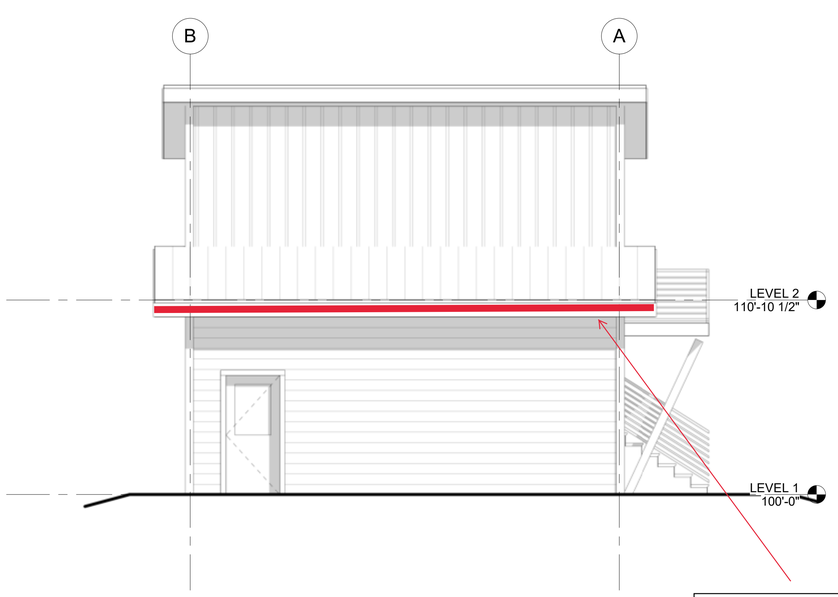
REVISION:

Project Status
DATE: 06/21/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

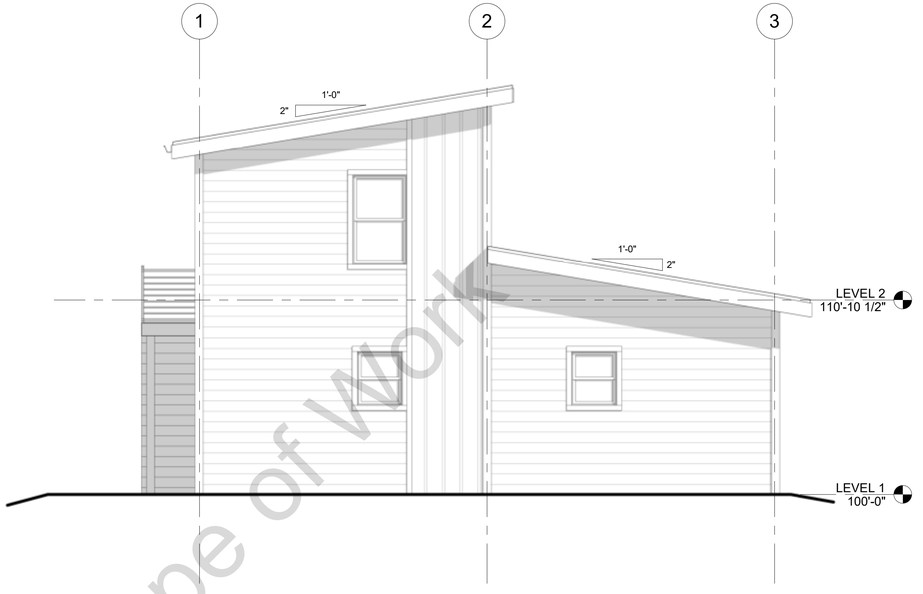
Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



4 SIDE ELEVATION
1/4" = 1'-0"

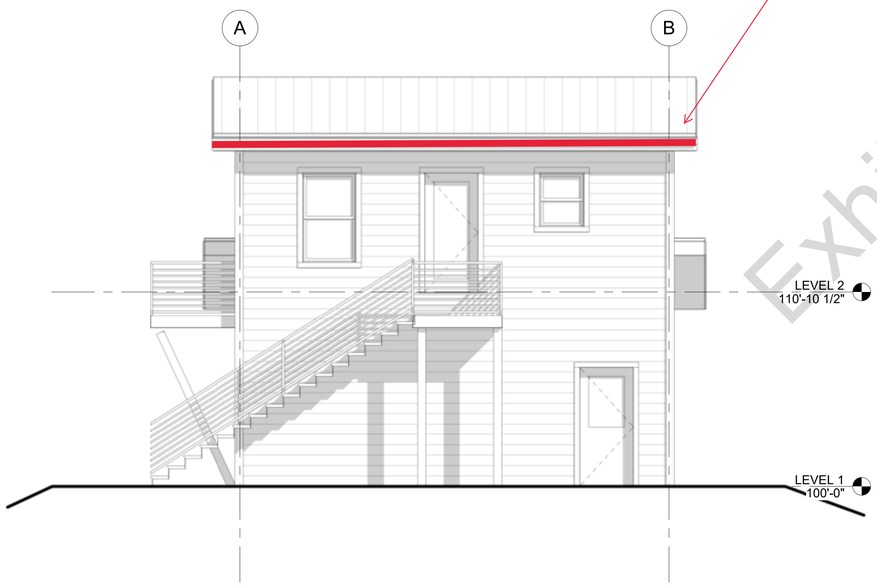
27' LF w/ downspout

SCALE: 1/4"=1'-0"



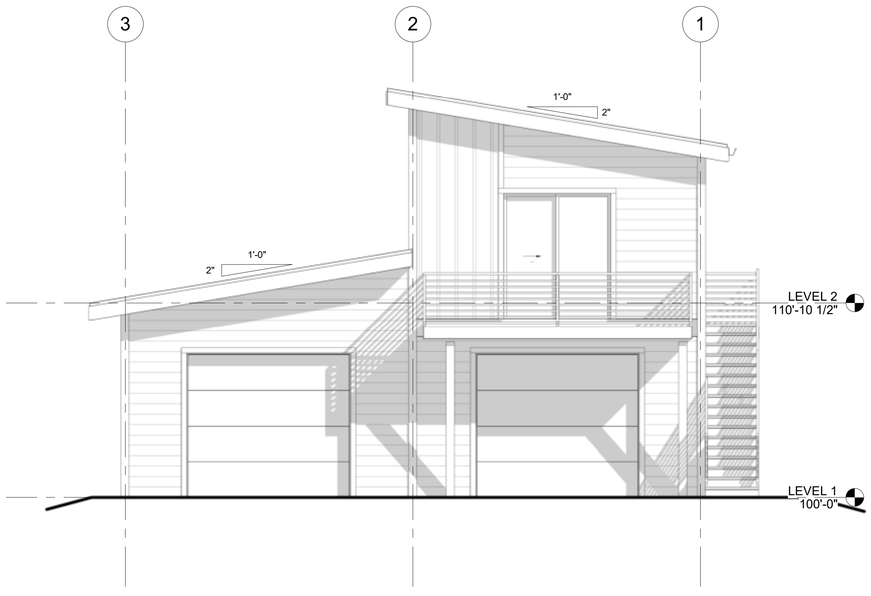
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit
dean@evstudio.com
303-607-7242 x14

SAWTOOTH
ADU W/ GARAGE
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

Project Status

DATE:	06/21/2022
DRAWN BY:	GN
CHECKED BY:	DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Foundation - Scope of Work

Project: Sawtooth – Gunnison County

Scope: Foundation

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage **(6 lots w/ this configuration)**

Notes: Foundation design to follow. Utilize assumptions laid out in description below and calc volume accordingly.

Task	Description of Work
Shavano Duplex & Garage Footer	Assume – 18"x10" footer at perimeter wall & 24"x10" footer at common wall, full footer and stem at front porch & see attached "standard details"
Shavano & Garage Stem wall	Assume 8" thick x 36" tall stem wall at perimeter & 12" thick x 36" tall stem wall at common wall, see attached "standard details
Materials	Include cost of concrete, reinforcing, and anchor bolts

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Flatwork - Scope of Work

Project: Sawtooth – Gunnison County

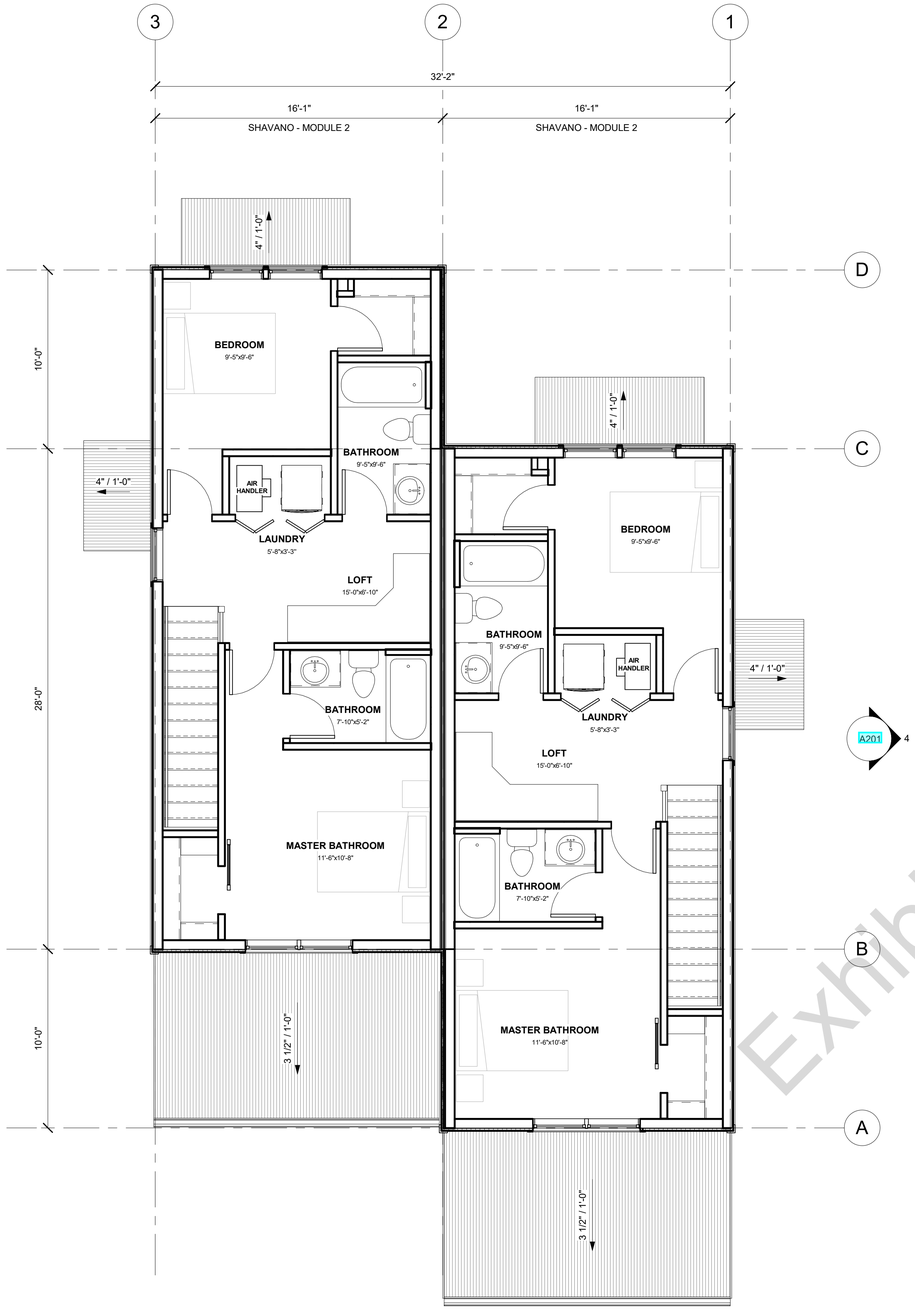
Scope: Flatwork

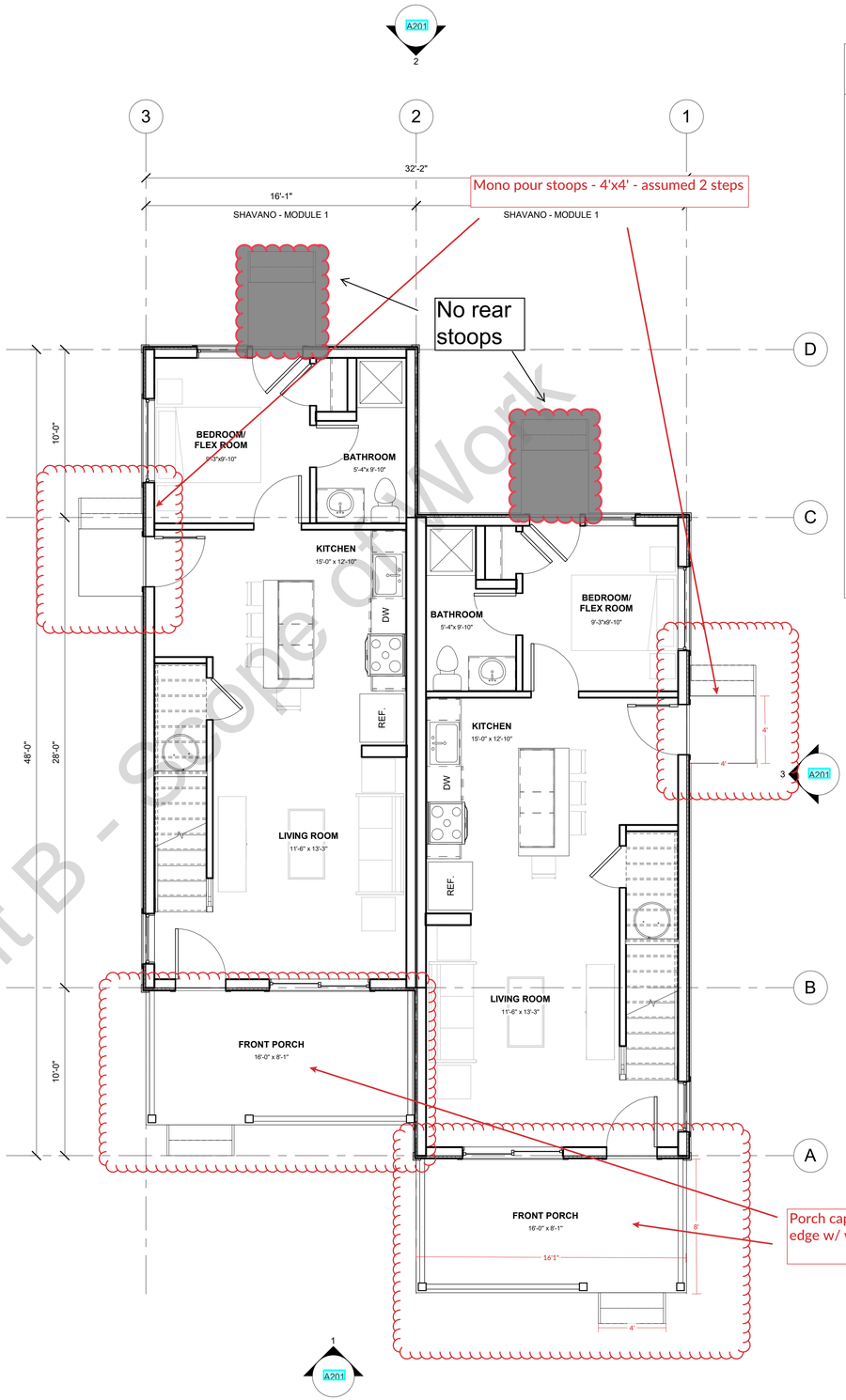
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage **(6 lots w/ this configuration)**

Task	Description of Work
Sidewalk	4" broom finish sidewalk as noted on attached plot plan 4" broom finish sidewalk across front of lot as noted on attached landscape plan – 50 foot lot
4'x4' Stoop(s) and stairs	2 total stoops with assumed two steps as noted on attached plans
Front Porch	2 front porch caps as noted and described on attached plans
Garage Slab	Garage slab for 24'x32' garage as noted on attached plot plan

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.





Porch cap poured over stem wall w/ 10" thickened edge w/ wire mesh & assumed two 4' wide steps.

2 LEVEL 2
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

SCALE: 1/4"=1'-0"

1 LEVEL 1
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

SCALE: 1/4"=1'-0"

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
2. ALL STUDS TO BE 2X4 U.N.O.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.
4. SEE UL DETAILS ON A800 SERIES SHEETS FOR ADDITIONAL INFORMATION RELATED TO FIRE-RELATED ASSEMBLY REQUIREMENTS.
4. SEE BUILDING ELEVATIONS ON A201 SERIES SHEETS AND WALL SECTIONS ON A310 SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.
5. SEE WALL SECTIONS ON A310 SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.
6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.
7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.
11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

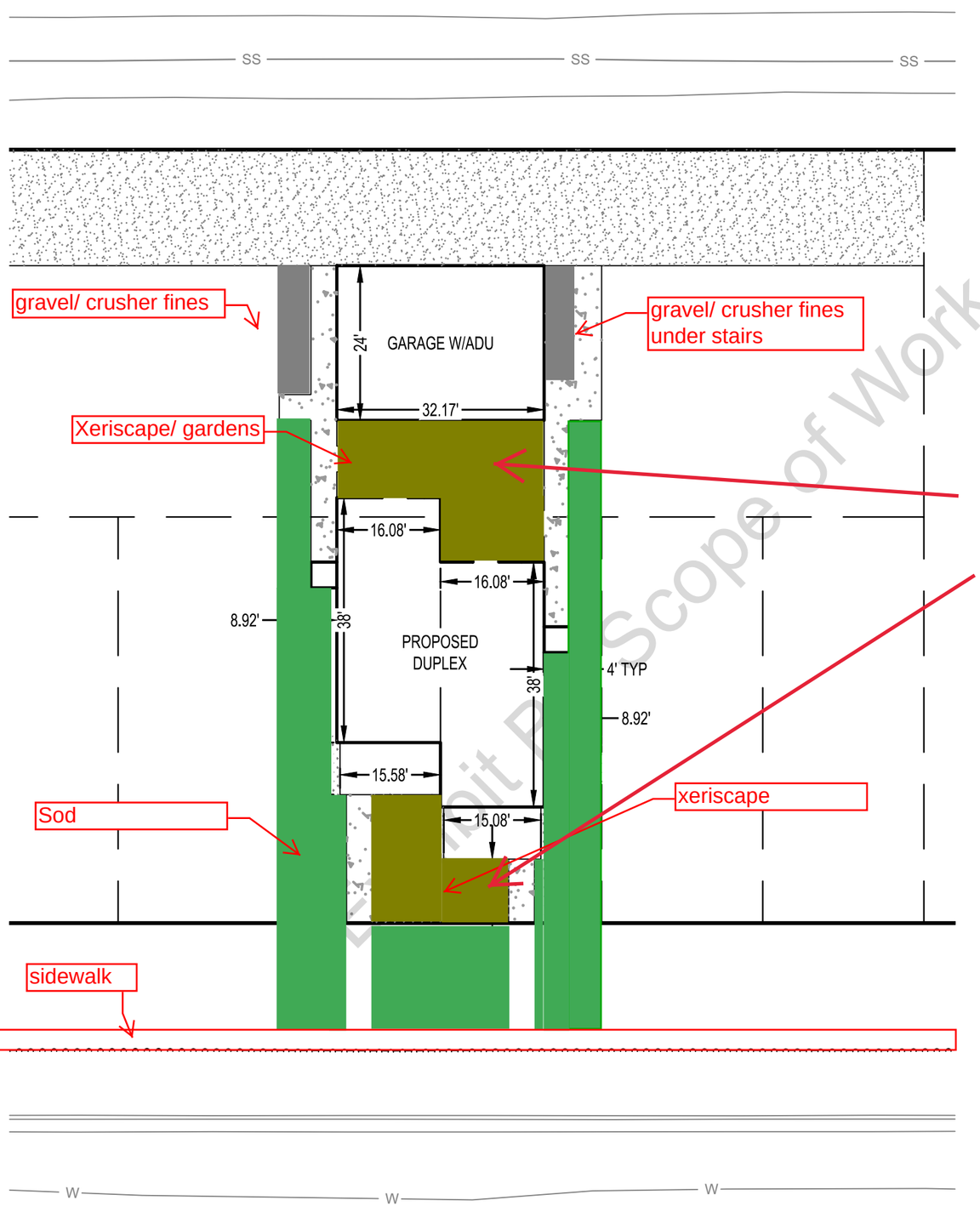
Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

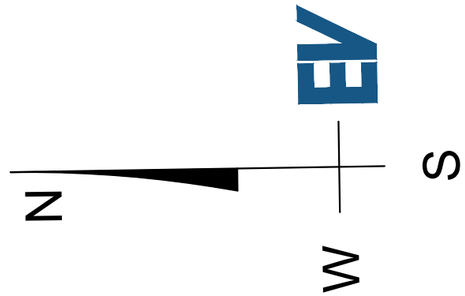
SCHEMATIC FLOOR PLANS

A101

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.







ORIGINAL SCALE: 1"=10' HORIZ.

Provide irrigation for future drip system install

Single irrigation control for entire lot

Scope of Work
Permit Set

EVstudio

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Exterior Paint

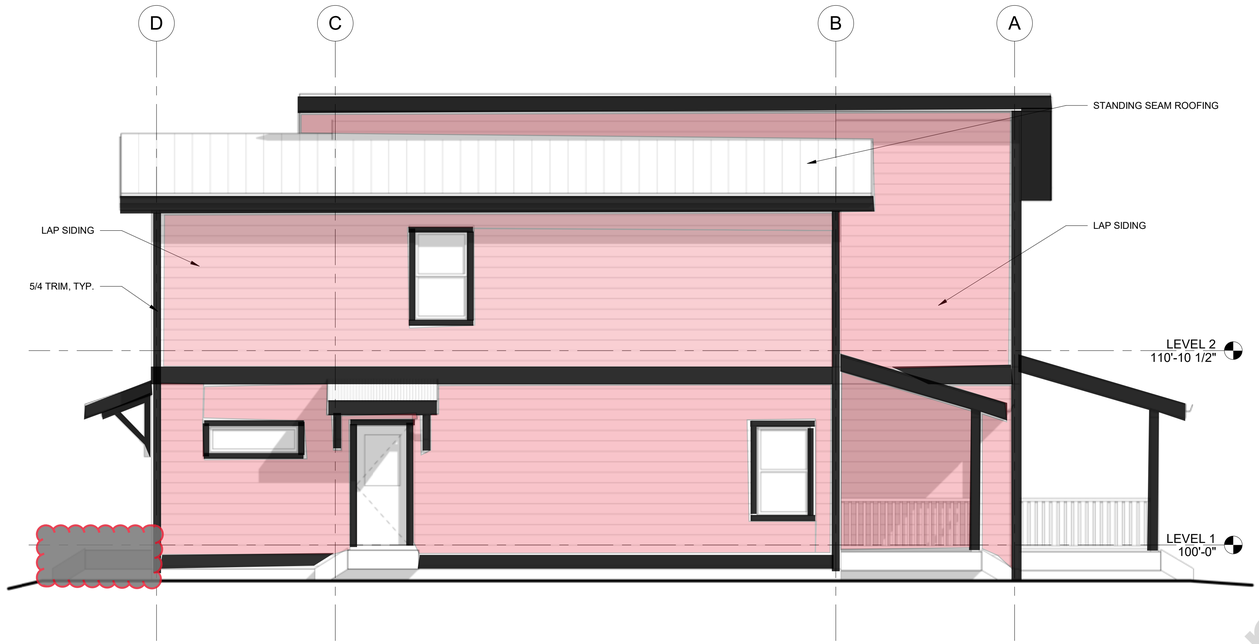
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex/ADU	Paint installed primed LP Smartside assuming one single body color for both sides of the duplex and the same body color for the garage/ADU for each lot. Trim color will also be consistent per lot and includes: - Window and Door Trim - Fascia - Soffit - Skirt Board - Belly Band - Wooden Porch & Awning Posts/Beams See attached drawings for details on trim and body color locations
Assumptions	- Each duplex has 2 Shavano models (2 – 16'x38' boxes) with 10 foot stagger - ADU is 15'x24" over a 31'x24' site-built garage (note that the half of the garage without the ADU over it will have bonderized metal and will not need paint - Body color may change from lot to lot
Please include pricing for labor only and assume paint will be provided by FWC	

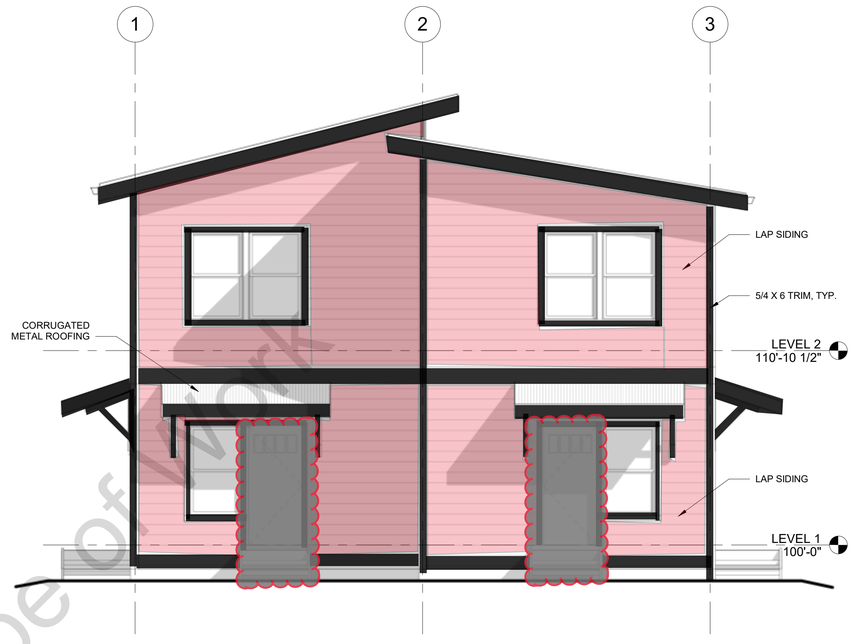
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



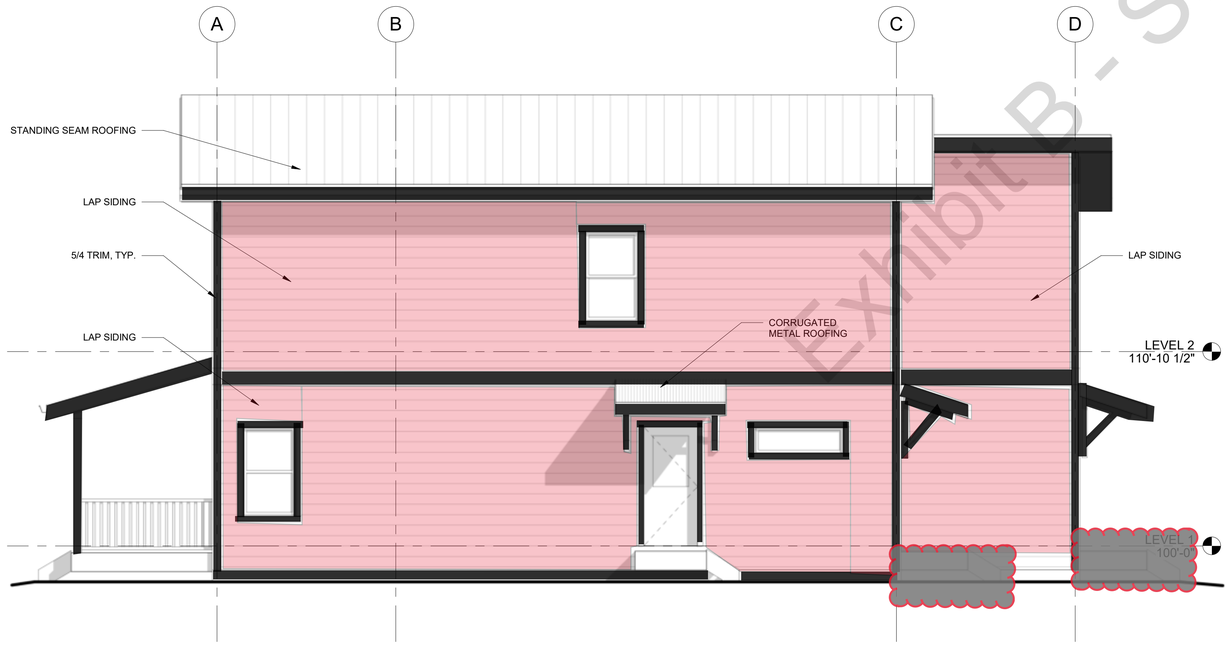
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



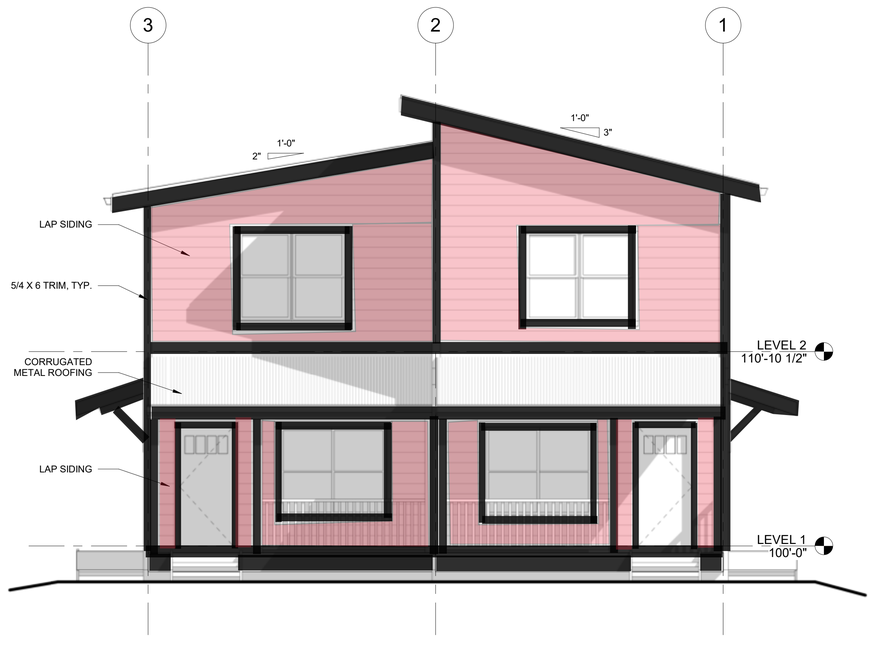
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

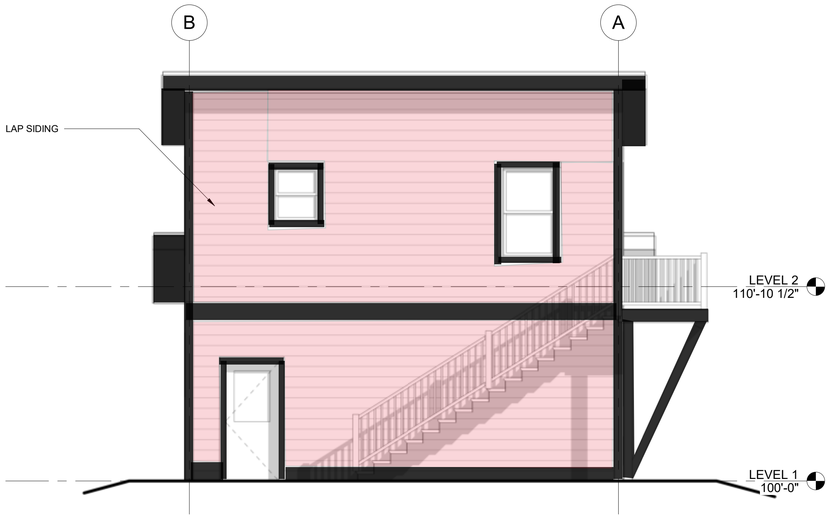
REVISION:

Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

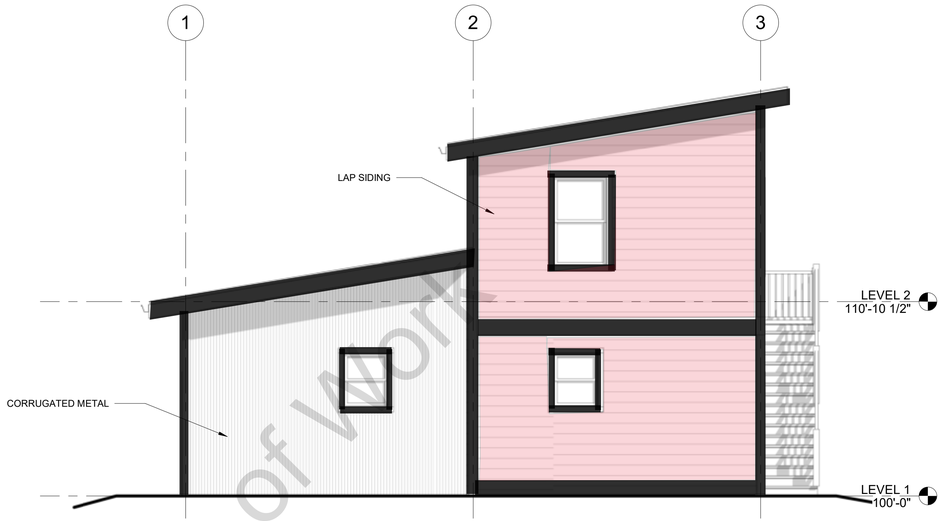
A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



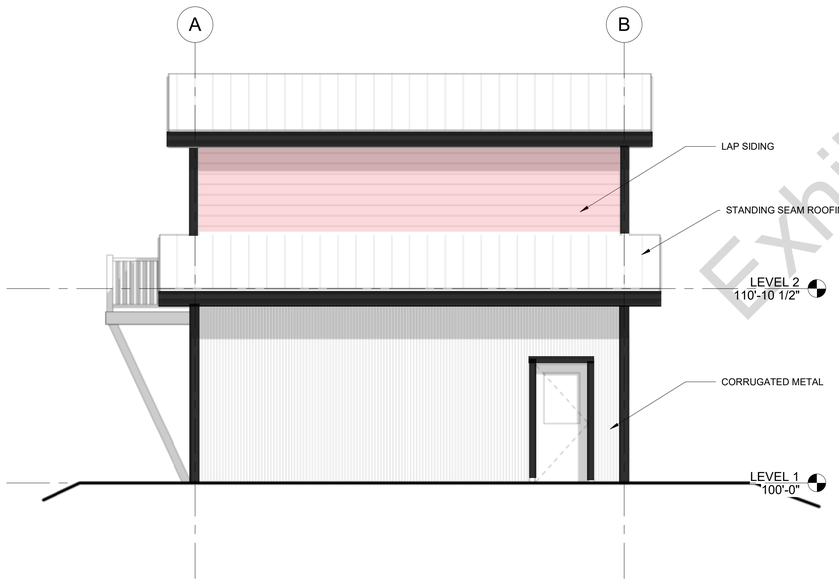
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



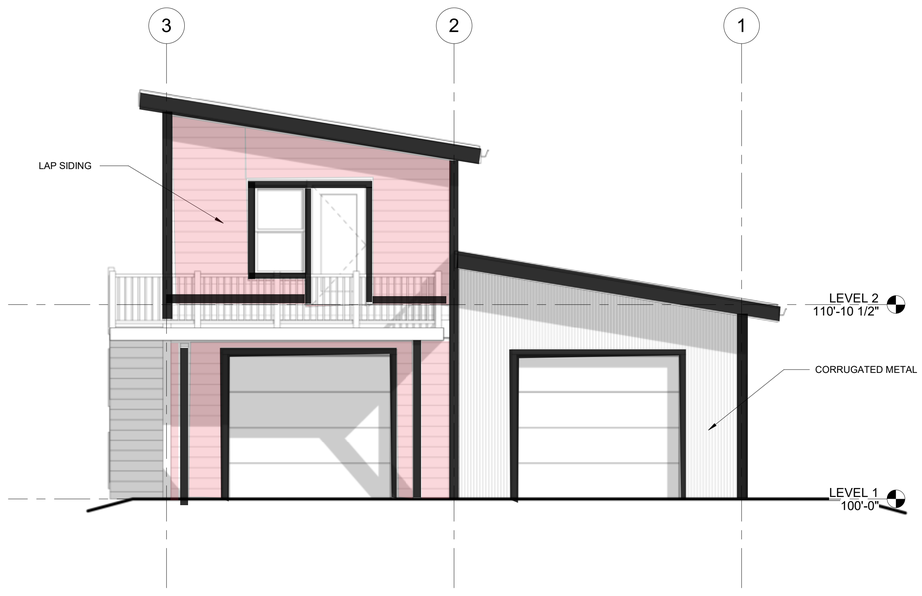
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Landscape - Scope of Work

Project: Sawtooth – Gunnison County

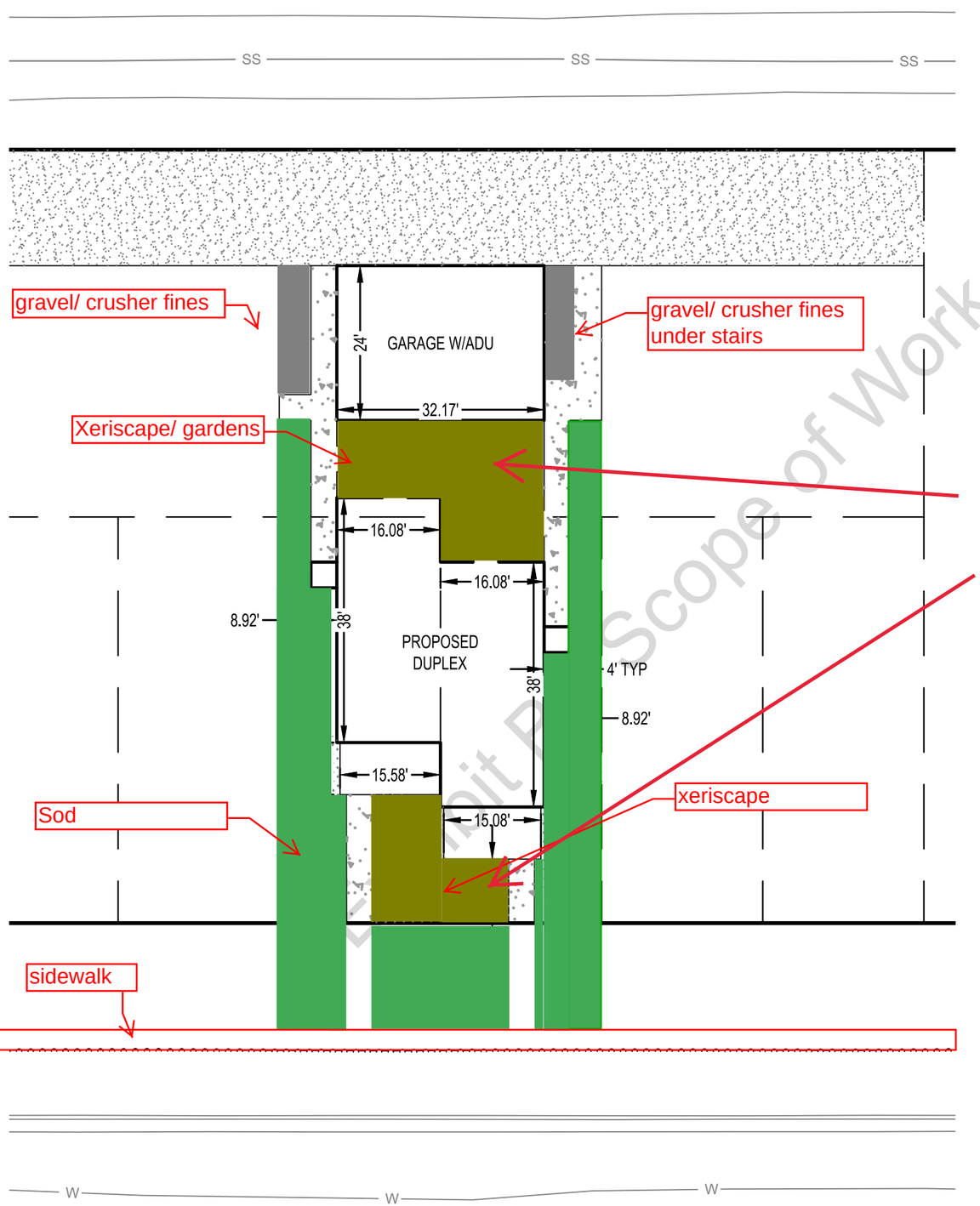
Scope: Landscape

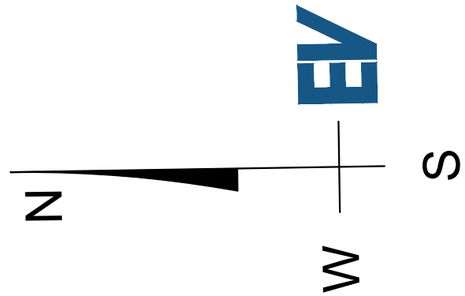
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage **(6 lots w/ this configuration)**

Task	Description of Work
Sod Areas	Approx 1900 SF of Sod
Xeriscape	Xeriscape – graded w/ top soil for future garden plantings. Supply irrigation for drip to be added in future as needed. Approx 850 SF
Edging	Approx 21' feet of edging to separate front sod area from xeriscape
Gravel Fines	Approx 190 SF of gravel fines over barrier fabric
Plantings	Provide planting budget to add spruce trees and crabapples in front sod area to satisfy Gunnison requirements
Irrigation	Single irrigation controller/system per lot. Supply of off one of the duplex units. As described in Xeriscape – provide irrigation to xeriscape beds for tenants to add future irrigation to plantings.

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.







ORIGINAL SCALE: 1"=10' HORIZ.

Provide irrigation for future drip system install

Single irrigation control for entire lot

Scope of Work
Permit Set

EVstudio

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Mechanical - Scope of Work

Project: Sawtooth – Gunnison County

Scope: Mechanical

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Task	Description of Work
Duplex Exhaust fan terminations	Install exterior terminations. Two (per unit – total 4) bath exhaust fans requiring termination at exterior. Factory will install fans and duct.
ERV exterior terminations	Install exterior terminations for intake/exhaust on Panasonic ERV's (1 per unit including ADU – 3 total)
Laundry Exhaust Terminations	Install laundry exhaust duct terminations. (1 per unit – 3 total)
Duplex Heat Pump	Site install condensing unit & hook up factory routed refrigerant lines. (1 per duplex unit – total of 2)
ADU mini-split	Site install mini-split into ADU unit

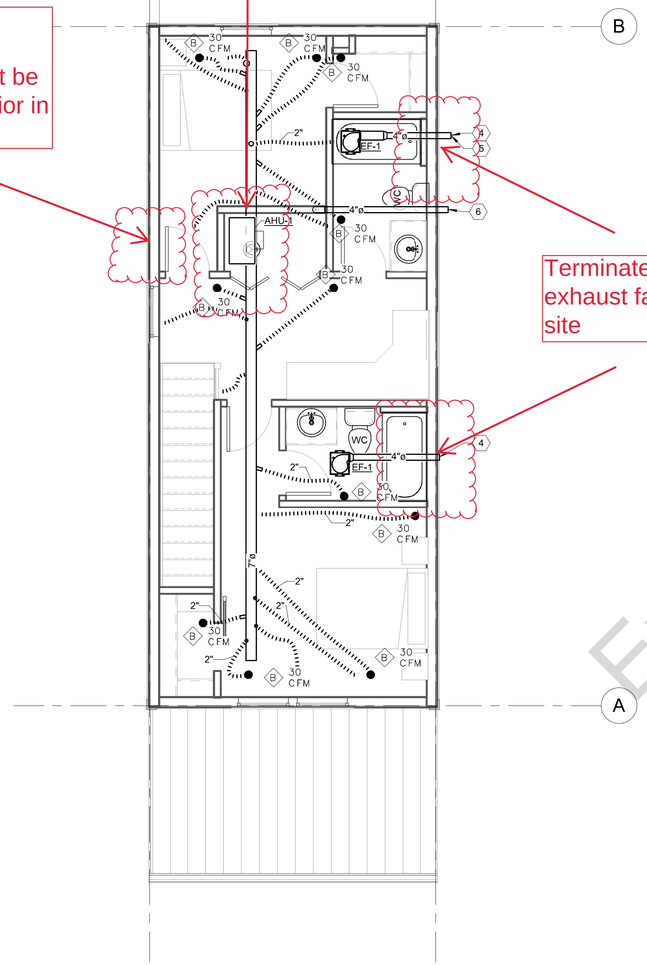
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Location of factory installed laundry exhaust duct. Must be terminated at exterior in field

Factory installed air handler. Field will need to install condensing units and hook up refrigerant lines that will be pre-run in the factory.

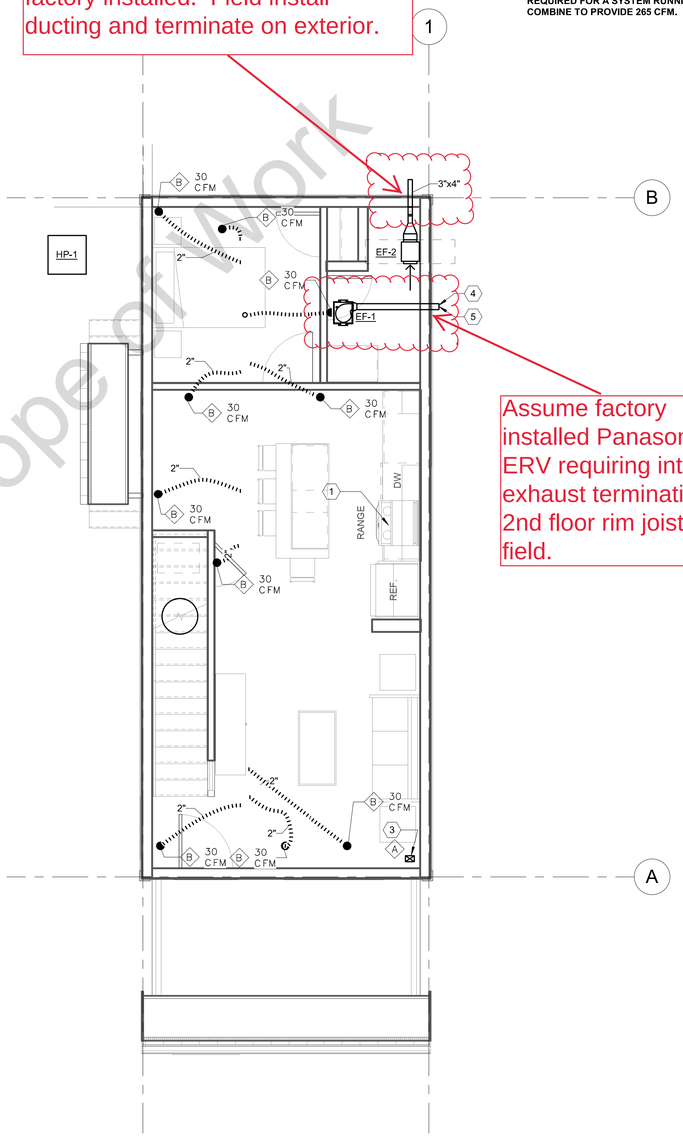
Terminate factory installed exhaust fans on exterior on site



2 MECHANICAL LEVEL 2 FLOOR PLAN
1/4" = 1'-0"

Crawl Space exhaust fan. Fan factory installed. Field install ducting and terminate on exterior.

Assume factory installed Panasonic ERV requiring intake/ exhaust termination at 2nd floor rim joist in field.



1 MECHANICAL LEVEL 1 FLOOR PLAN
1/4" = 1'-0"

KEYED NOTES

1. RECIRCULATING KITCHEN VENTILATION HOOD. EQUIPMENT SELECTION BY OWNER. COORDINATE CONNECTION REQUIREMENTS W/ ELECTRICAL CONTRACTOR.
2. EXHUAST FAN TO BE INSTALLED IN CRAWL SPACE TO PROVIDE VENTILATION PER R408.3.
3. AIR TRANSFER GRILLE TO BE INSTALLED IN FLOOR TO PROVIDE VENTILATION TO CRAWL SPACE PER R408.3.
4. PROVIDE VENT HOOD BY FAN MANUFACTURER.
5. USE SHOP DRAWINGS TO VERIFY IMC REQUIRED SEPARATION DISTANCES FROM EXHAUST POINTS AND OPERABLE OPENINGS, MINIMUM 3' FROM WINDOWS AND 10' FROM MECHANICAL INTAKES. FIELD COORDINATE AND OFFSET PENETRATIONS AS REQUIRED TO MEET CODE.
6. PROVIDE DRYER VENT WALL CAP.

TO COMPLY WITH R303.4 BATHROOM EXHAUST FANS AND CRAWLSPACE FAN TO BE SET ON TIMER CONTROL TO RUN AT MINIMUM 1 HOUR FOR EVERY 4 HOURS. PER TABLE M1505.4.3(1) AND M1505.4.3(2) MINIMUM EXHAUST AIR REQUIRED FOR A SYSTEM RUNNING AT 25% IS 240CFM. EXHAUST FANS COMBINE TO PROVIDE 265 CFM.

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Shane Donalson
shane.donalson@evstudio.com
303.670.7242

KIT CARSON
SHAVANO (FH)
MASTER SET
KIT CARSON, CO

10_21017.002

COLORADO LICENSED
SHANE M. DONALSON
48541
PROFESSIONAL ENGINEER

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

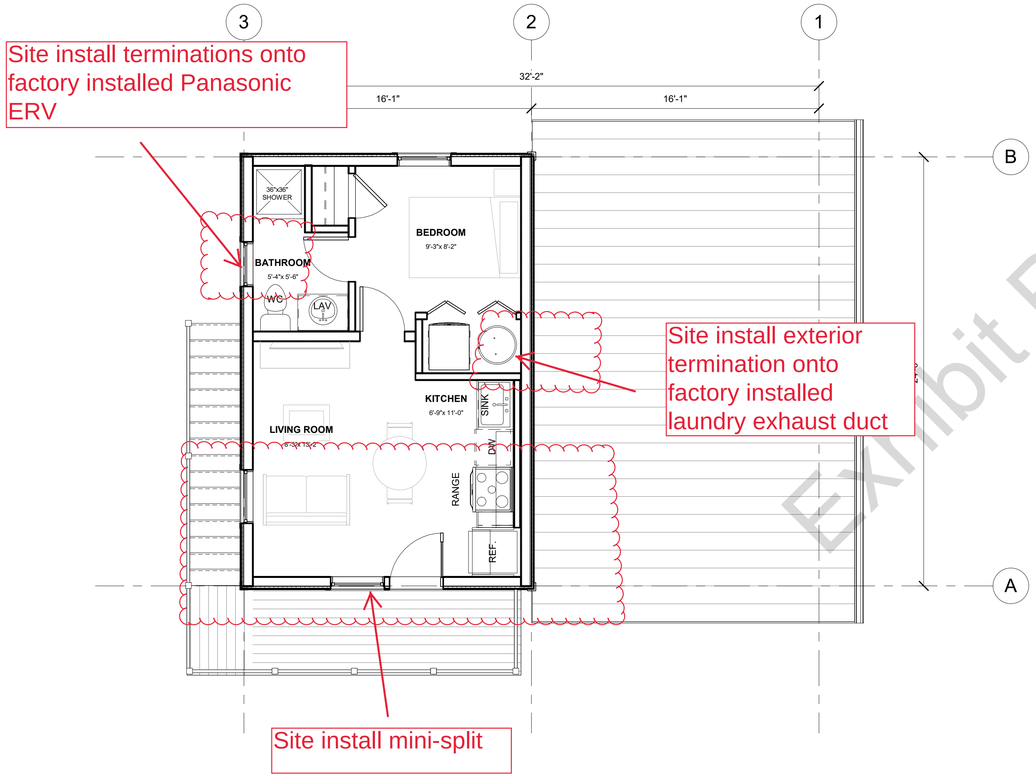
REVISION:

CONSTRUCTION DESIGN
DATE: 6/30/2022
DRAWN BY: TJG
CHECKED BY: SD

MECHANICAL
FLOOR PLAN

M101

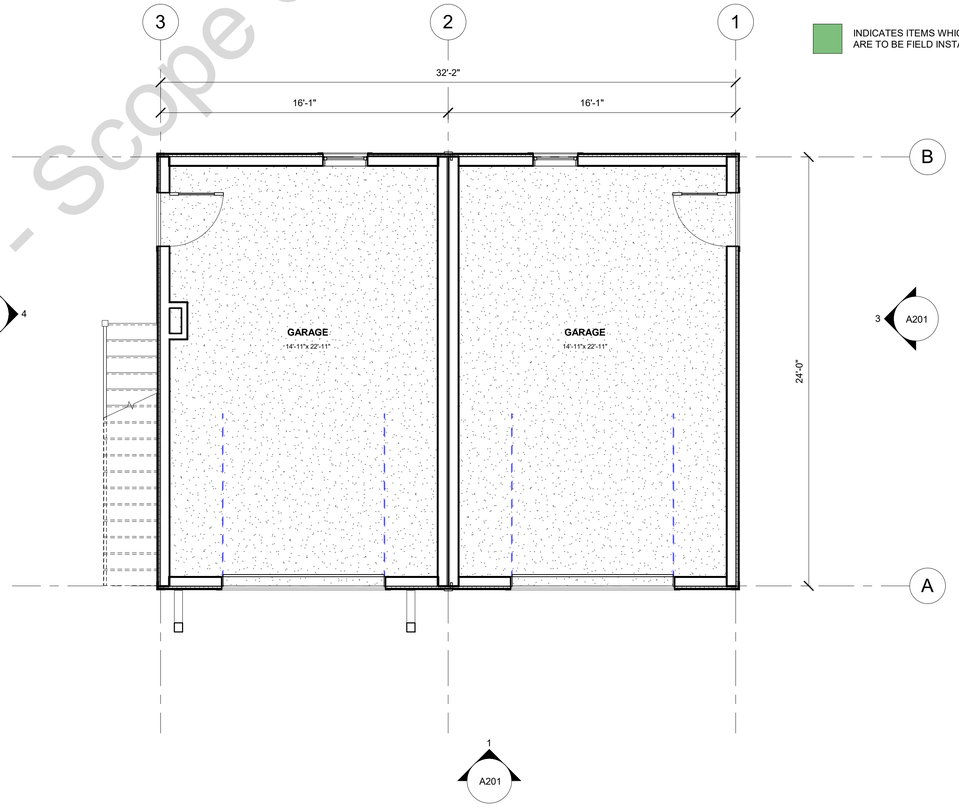
Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



2 LEVEL 2
1/4" = 1'-0"

AREA = 384 SQ FT.

SCALE: 1/4"=1'-0"



1 LEVEL 1
1/4" = 1'-0"

AREA = 384 SQ. FT PER GARAGE

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X4 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE UL DETAILS ON A800 SERIES SHEETS FOR ADDITIONAL INFORMATION RELATED TO FIRE-RELATED ASSEMBLY REQUIREMENTS.

4. SEE BUILDING ELEVATIONS ON A201 SERIES SHEETS AND WALL SECTIONS ON A310 SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

5. SEE WALL SECTIONS ON A310 SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.

6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.

7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.

11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC FLOOR PLANS

A101

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Plumbing - Scope of Work

Project: Sawtooth – Gunnison County

Scope: Plumbing

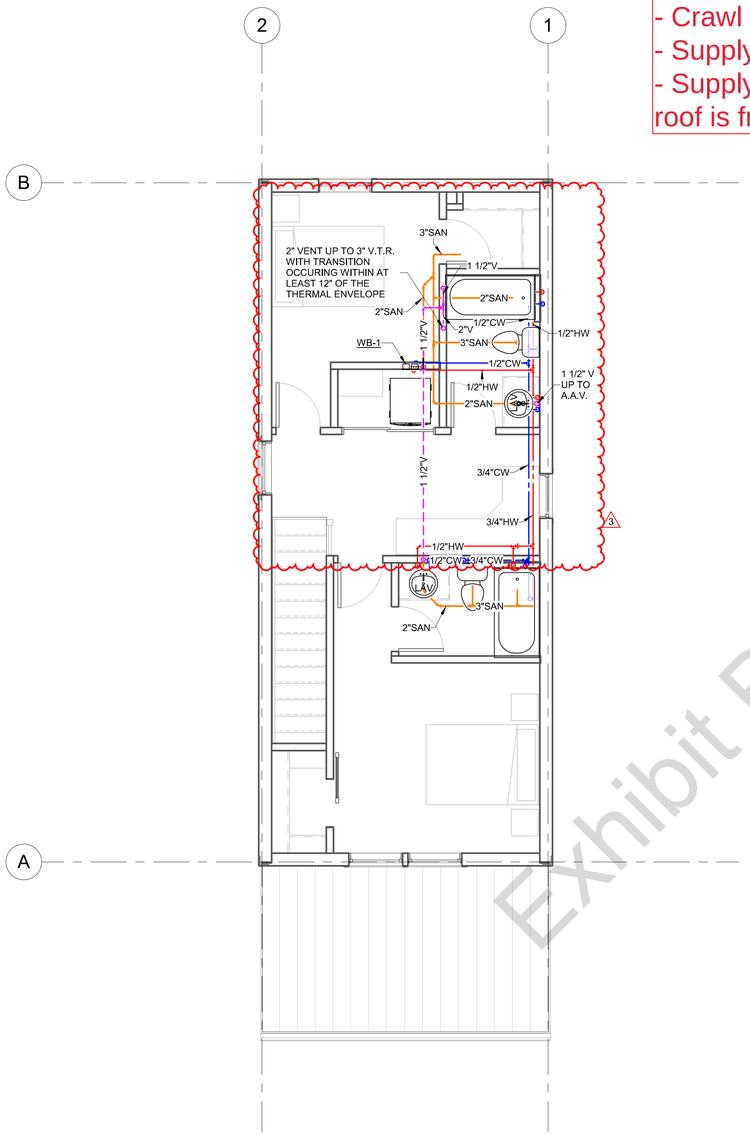
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage **(6 lots w/ this configuration)**

Task	Description of Work
Shavano Duplex DWV	See attached mark-ups for duplex DWV details - Crawl space DWV install - Box-to-Box DWV connections - Vent extension through site-built roof
Shavano Duplex Supply	Single point connection in crawl space
ADU DWV	- Extend DWV up through chase in main floor of garage & connect at underside of ADU floor sheathing. - Vent extension through site-built roof
ADU Supply	Single point connection in chase of main floor of garage

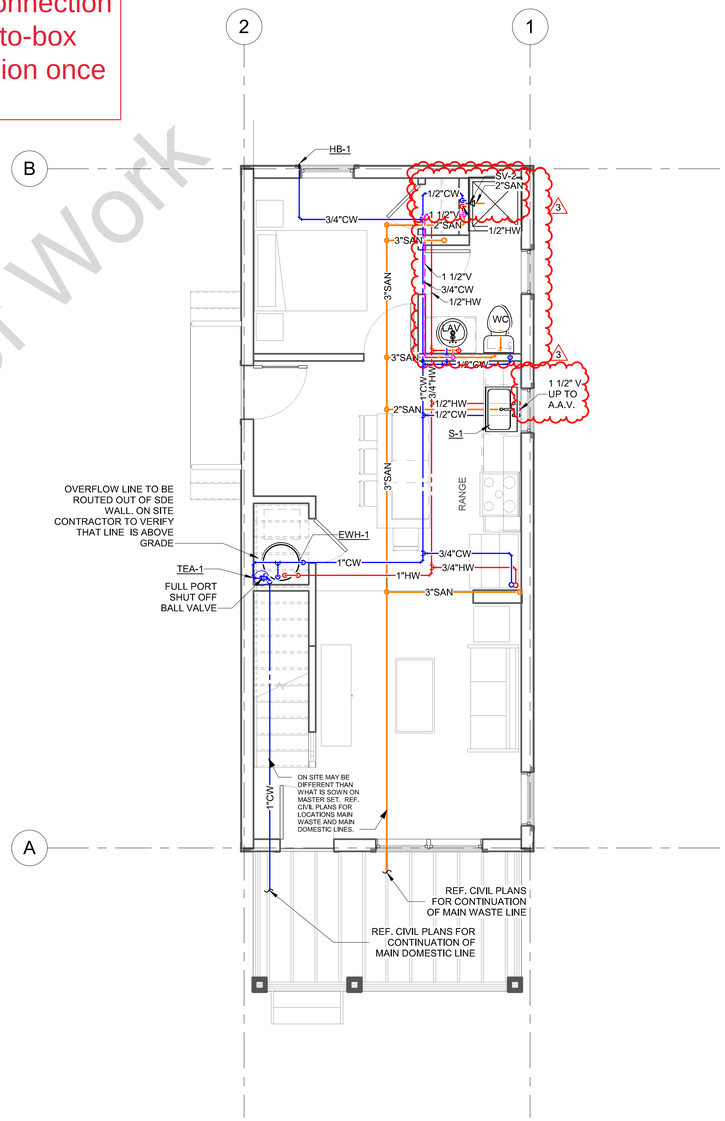
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Assume:
- All crawl space drain is built on site - supply material
- Crawl space supply - single point connection
- Supply material for connection box-to-box
- Supply material for roof vent extension once roof is framed on site.



2 PLUMBING FLOOR PLANS LEVEL 2
1/4" = 1'-0"



1 PLUMBING FLOOR PLANS LEVEL 1
1/4" = 1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Shane Donalson
shane.donalson@evstudio.com
303.670.7242

TELLURIDE NORWOOD
SHAVANO FARMHOUSE
MASTER SET
SAN MIGUEL COUNTY, COLORADO

10_22003.001

COLORADO LICENSED
SHANE M. DONALSON
48541
PROFESSIONAL ENGINEER

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:
3 NTA COMMENTS 3 7/15/2022

CONSTRUCTION DOCUMENTS
DATE: 06/17/2022
DRAWN BY: BMO
CHECKED BY: SD

PLUMBING FLOOR PLAN

P101

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

COLD WATER
HOT WATER
SANTIARY
VENT
SITE INSTALLED

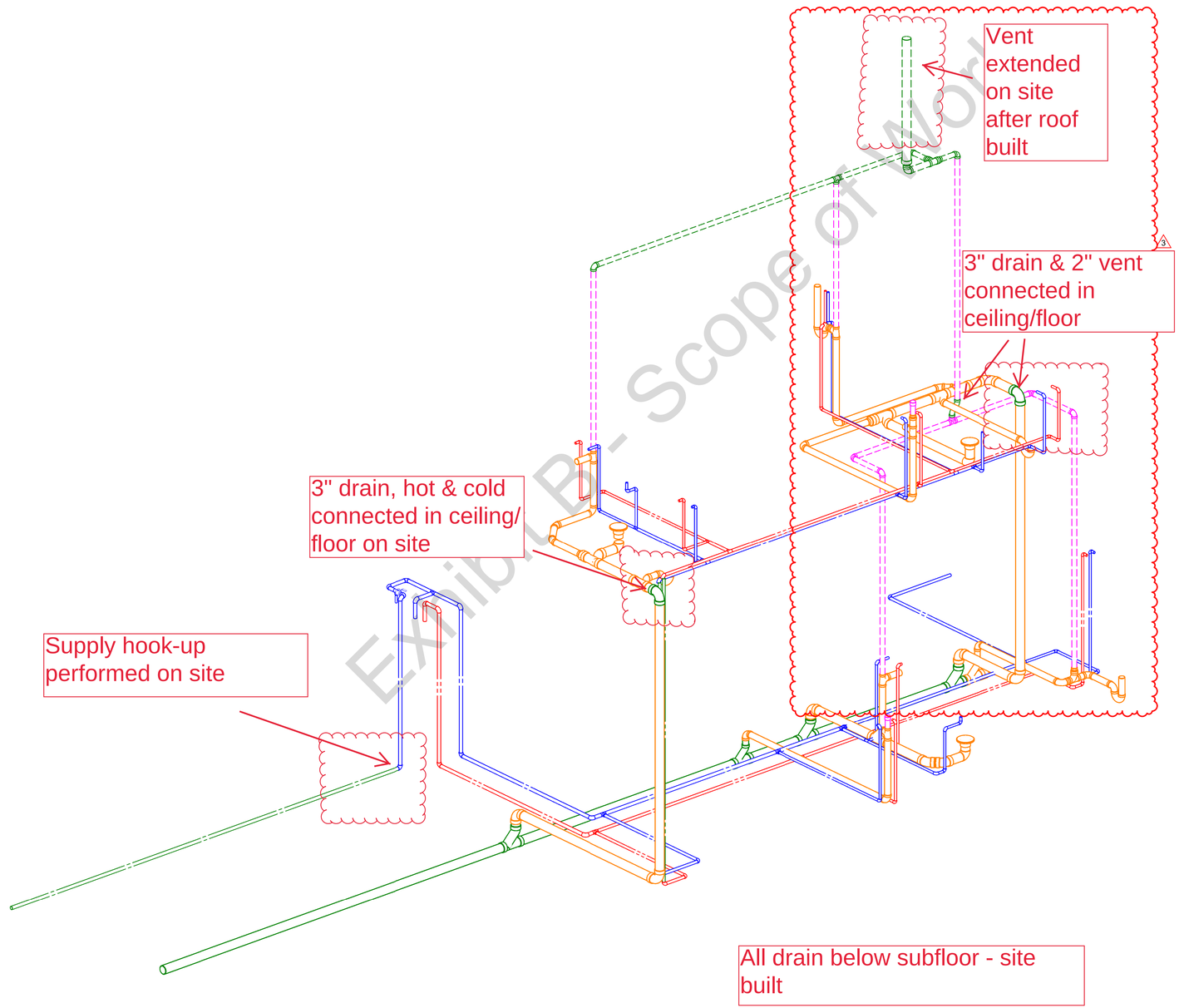


Exhibit B- Scope of Work

EVstudio
Denver, CO
Evergreen, CO

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Shane Donalson
shane.donalson@evstudio.com
303.670.7242

TELLURIDE NORWOOD

SHAVANO FARMHOUSE
MASTER SET
SAN MIGUEL COUNTY, COLORADO

10_22003.001

COLORADO LICENSED
SHANE M. DONALSON
48541
PROFESSIONAL ENGINEER

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:
3 NTA COMMENTS 3 7/15/2022

CONSTRUCTION DOCUMENTS
DATE: 06/17/2022
DRAWN BY: Author
CHECKED BY: Checker

PLUMBING ISO

P201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Roofing

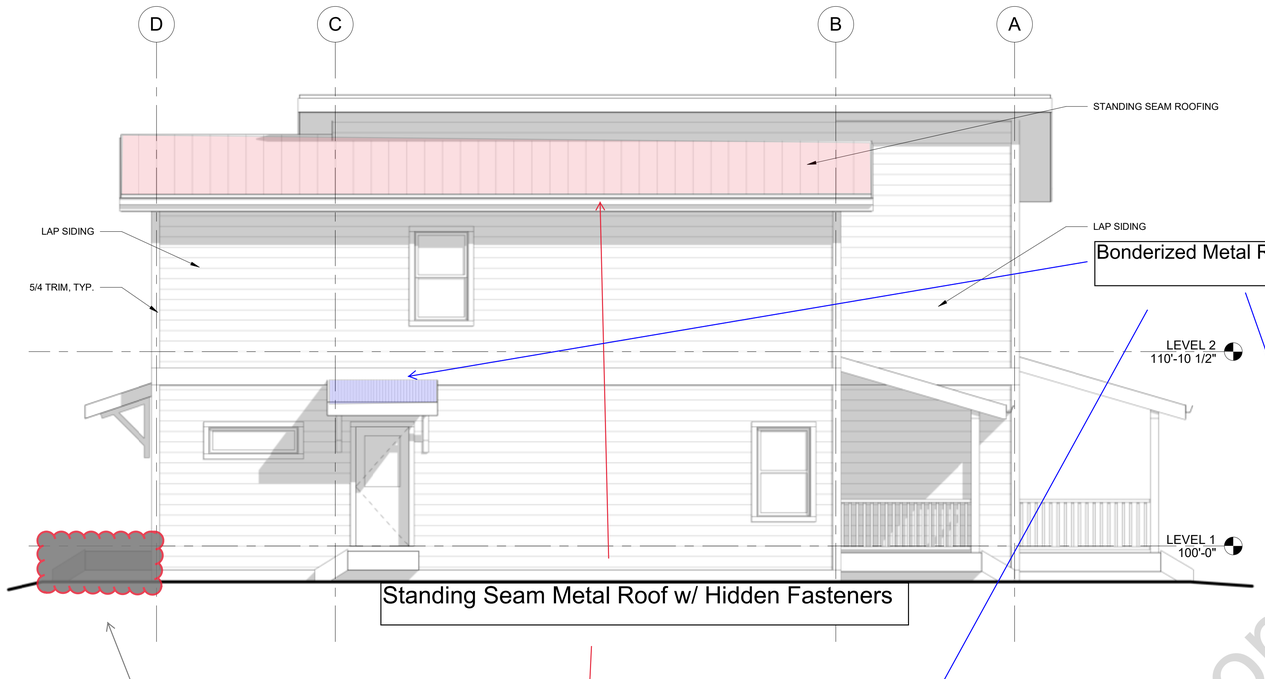
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex	- Dry in both duplex Shavano's upon roof truss installation assuming full ice and water underlayment provided by FWC. - Install 26 gauge standing seam metal roofing w/ hidden fasteners on 2 mono slope roofs. - Install bonderized metal roofing on each awning
ADU/Garage	- Dry in ADU and garage upon roof truss installation assuming full ice and water underlayment provided by FWC. - Install standing seam metal roofing w/ hidden fasteners on 2 mono slope roofs. (ADU and Garage)

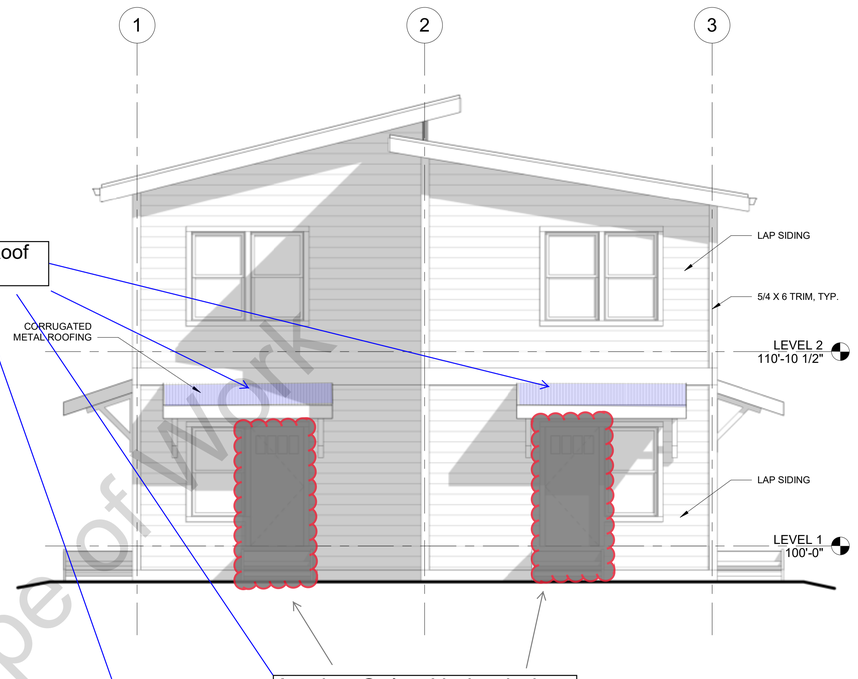
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



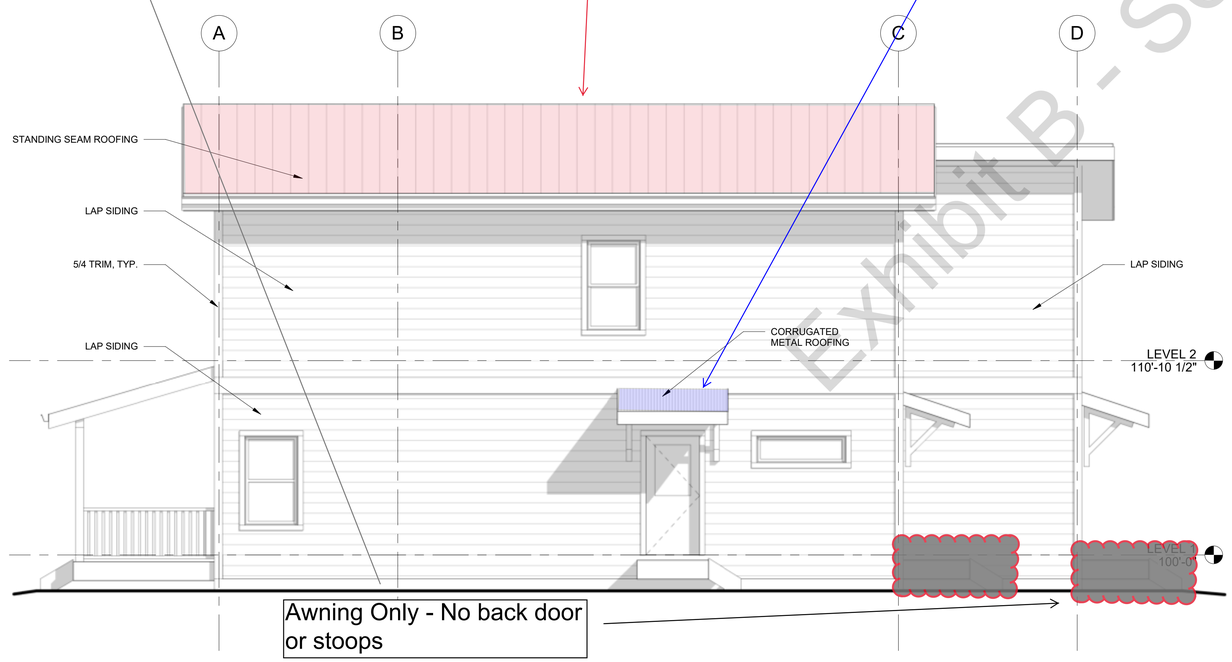
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



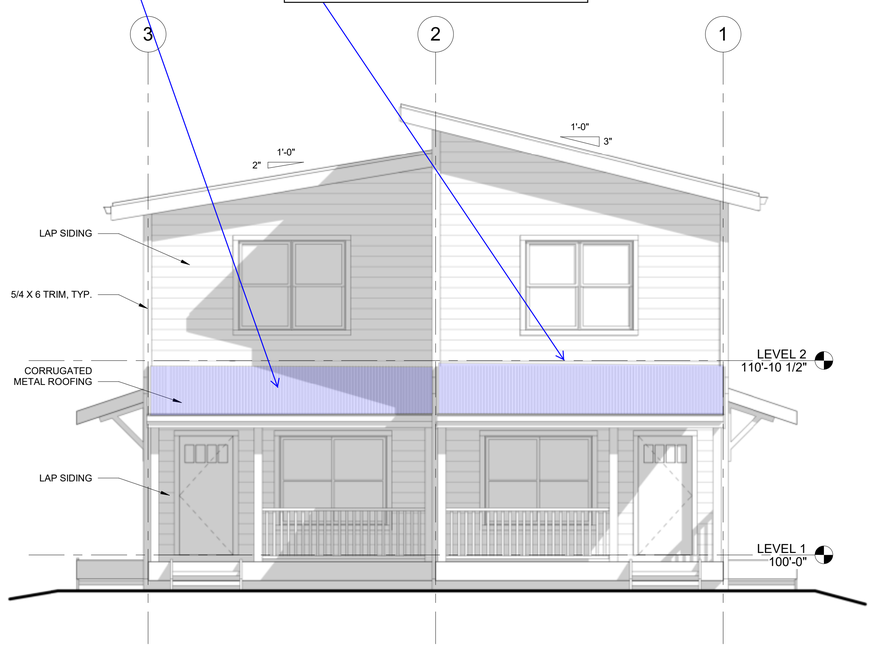
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

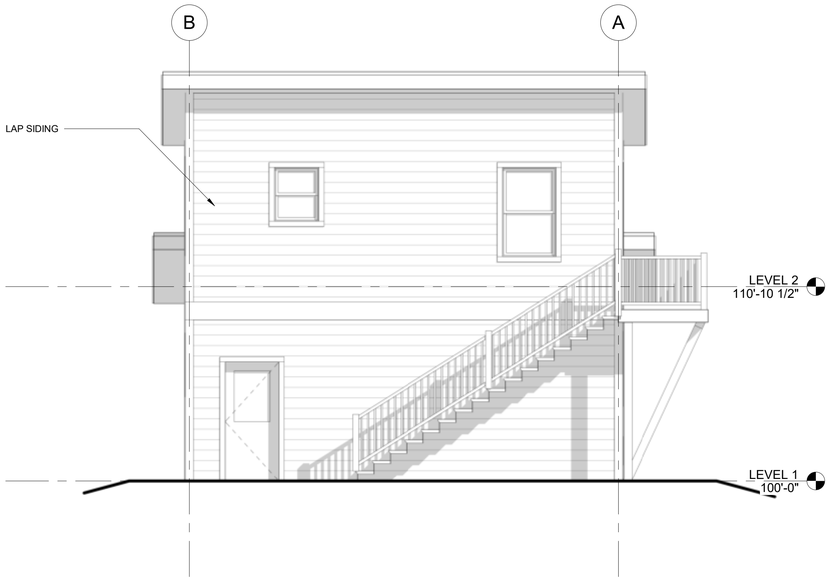
REVISION:

Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

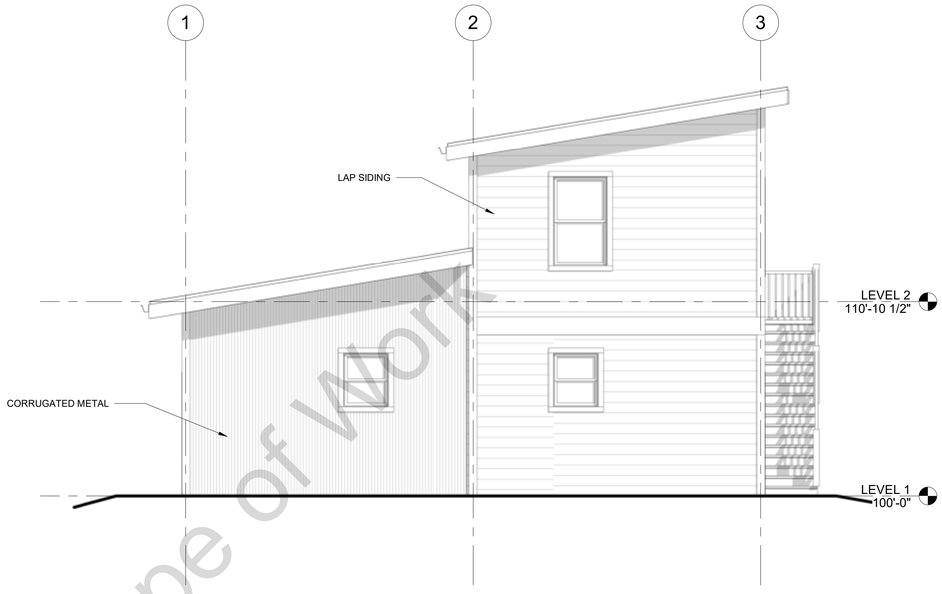
A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



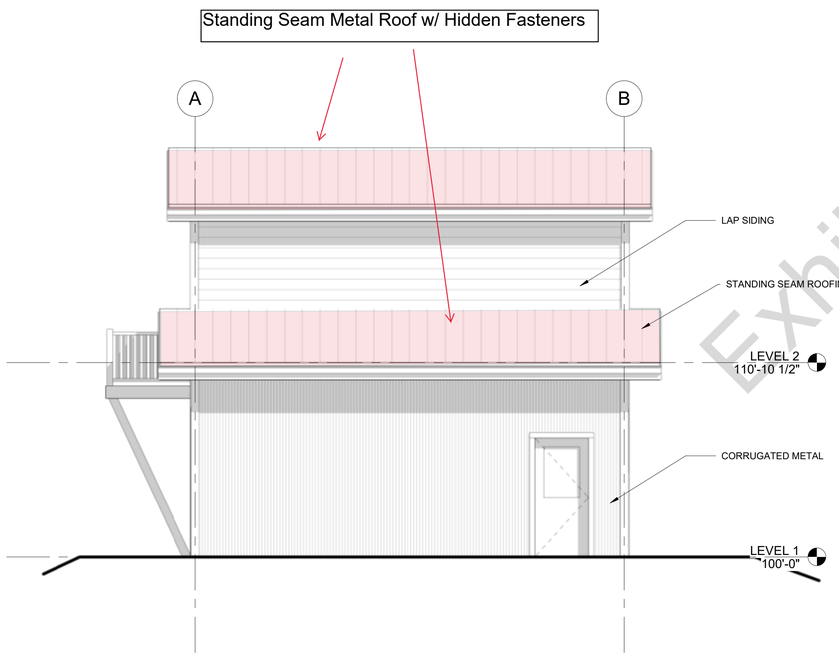
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



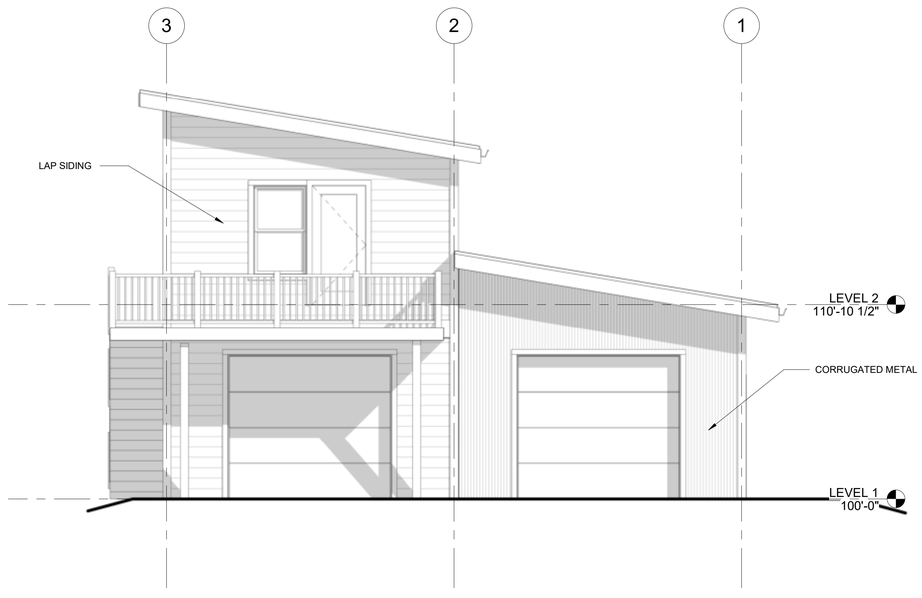
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Siding

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex	Install siding fills and trim using primed LP Smartside provided by FWC. (w/ estimated amounts) - Gable Lap Fill – 230 sq ft - L2 to Belly Band Lap - 146 sq ft - L1 to Belly Band Lap – 75 sq ft - L1 to Skirt Board Lap – 68 sq ft - Fascia – 230 sq ft - Soffit – 460 sq ft - Frieze Board – 77 sq ft - Belly Band – 135 sq ft - Skirt Board – 160 sq ft - Corner Trim – 115 sq ft - Inside Corner Trim – 77 sq ft
ADU	Install siding fills and trim using primed LP Smartside provided by FWC. (w/ estimated amounts) - Gable Lap Fill – 142 sq ft - L2 to Belly Band Lap – 42 sq ft - Fascia – 92 sq ft - Soffit – 184 sq ft - Frieze Board – 31 sq ft - Belly Band – 47 sq ft - Corner Trim – 36 sq ft - Trim Separating Metal and Lap – 9 sq ft
Modular Siding Fills	Approx. 2400 sq feet of siding fill (Estimated)
Garage Siding	Complete siding for 32x24 detached garage using LP Smartside and bonderized metal. (See attached mark up for details.

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Lap Fill - 230 sq ft
(Gable Fill)

Lap Fill - 146 sq ft
(L2 to Belly Band - 2 Rows)

Lap Fill - 75 sq ft
(L1 to Belly Band - 1 Rows)

Lap Fill - 68 sq ft
(L1 to Skirt Board - 1 Rows)

Fascia - 230 sq ft

Belly Band - 135 sq ft

Corner Trim - 115 sq ft

Skirt Board - 160 sq ft

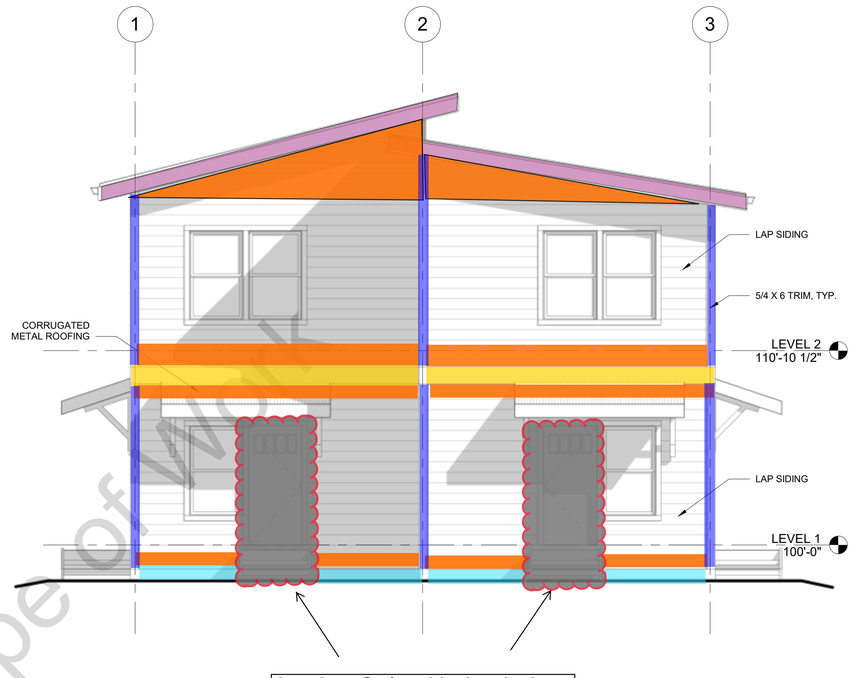
Other Siding Not Depicted on Drawings:

Inside Corners - 36 sq ft
Soffit - 460 sq ft
Frieze Board - 77 sq ft



4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



2 REAR ELEVATION
1/4" = 1'-0"

Awning Only - No back door or stoops

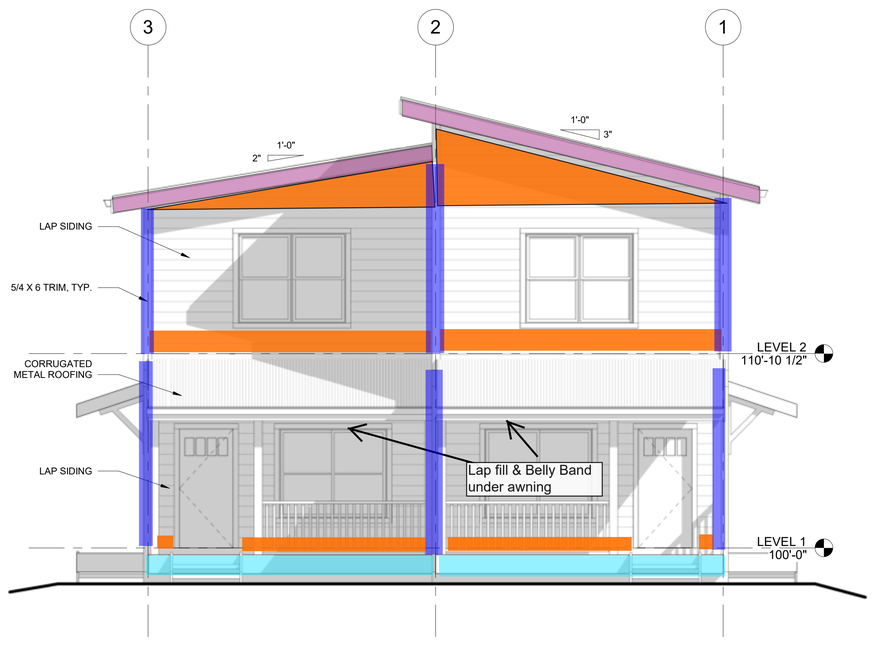
SCALE: 1/4"=1'-0"



Awning Only - No back door or stoops

3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Modular Siding Fills

Lap Fill - 142 sq ft
(Gable Fill)

Lap Fill - 52 sq ft
(L2 to Belly Band - 2 Rows)

Fascia - 92 sq ft

Belly Band - 47 sq ft

Corner Trim - 36 sq ft

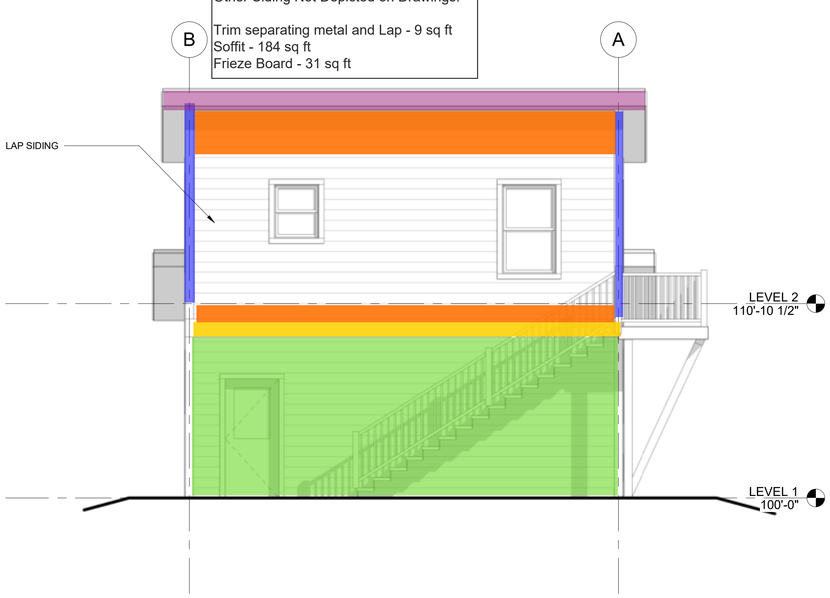
Other Siding Not Depicted on Drawings:

Trim separating metal and Lap - 9 sq ft
Soffit - 184 sq ft
Frieze Board - 31 sq ft

Garage Siding

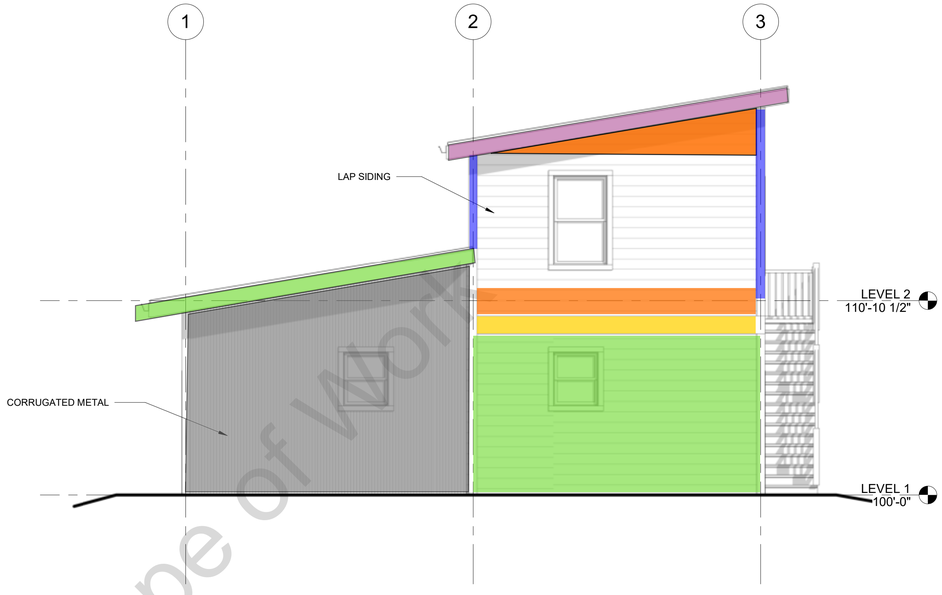
Bonderized Metal Siding (part of garage build)

LP Smartside Garage Siding (part of garage build)



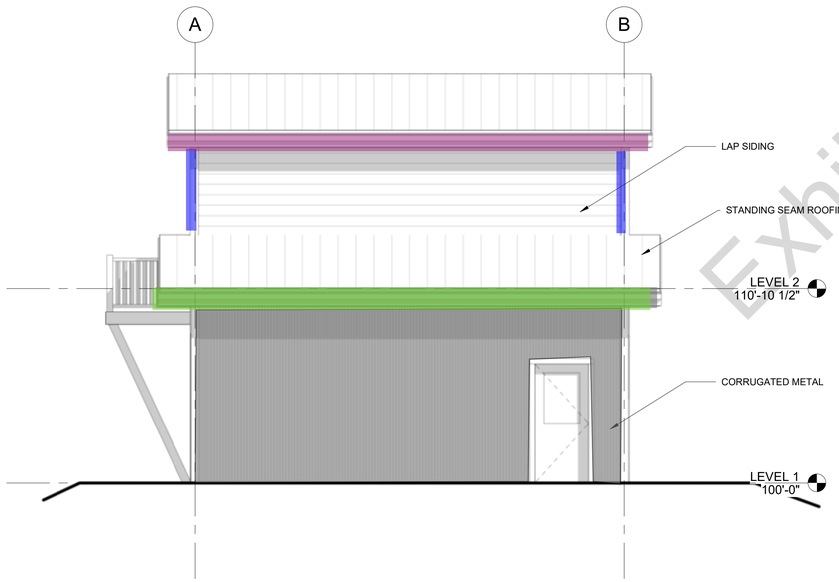
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



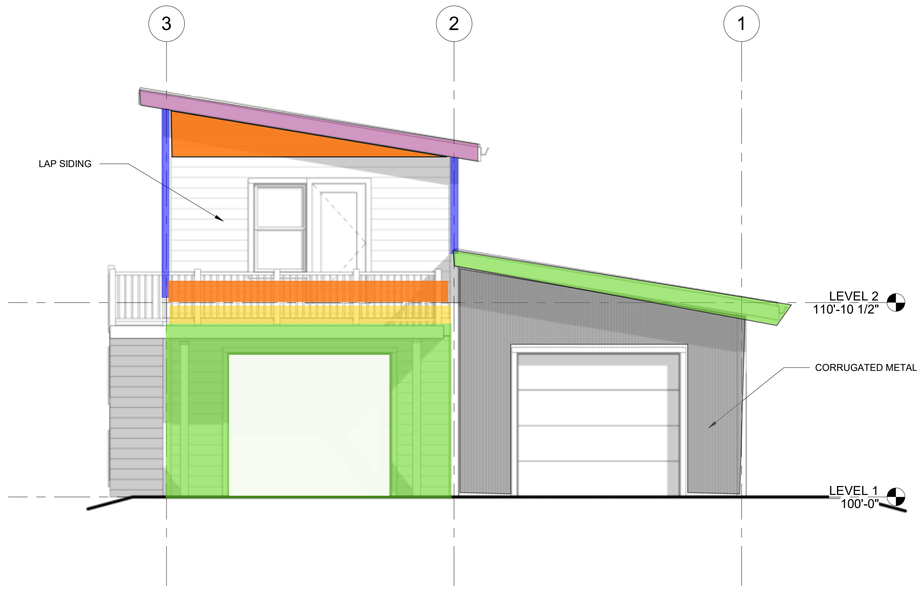
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH
ADU W/ GARAGE
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Crawlspace Insulation

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex	- Supply and install Class 1 vapor barrier (6 mill min.) turned up foundation walls minimum 6". Sealed to wall w/ air barrier tape. - Supply and install R19 blanket insulation or R15 continuous insulation to foundation walls - Supply and install R20 Close Cell Foam to crawlspace rim joist

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

THERMAL ENVELOPE BASIS

MINIMUM INSULATION VALUES BASED ON 2021 IECC R402.1.3 FOR **CLIMATE ZONE 7**
ROOF/CEILING : R-60
INSULATION MAY BE REDUCED TO R-49 IF 100% OF CEILING IS COVERED AND TOP PLATE OF EAVE IS COVERED
EXTERIOR WOOD FRAMED WALLS : R-20 + R-5
FLOORS : R-38
CRAWLSPACE : R-19 INSULATION OR R-15 CONTINUOUS INSULATION

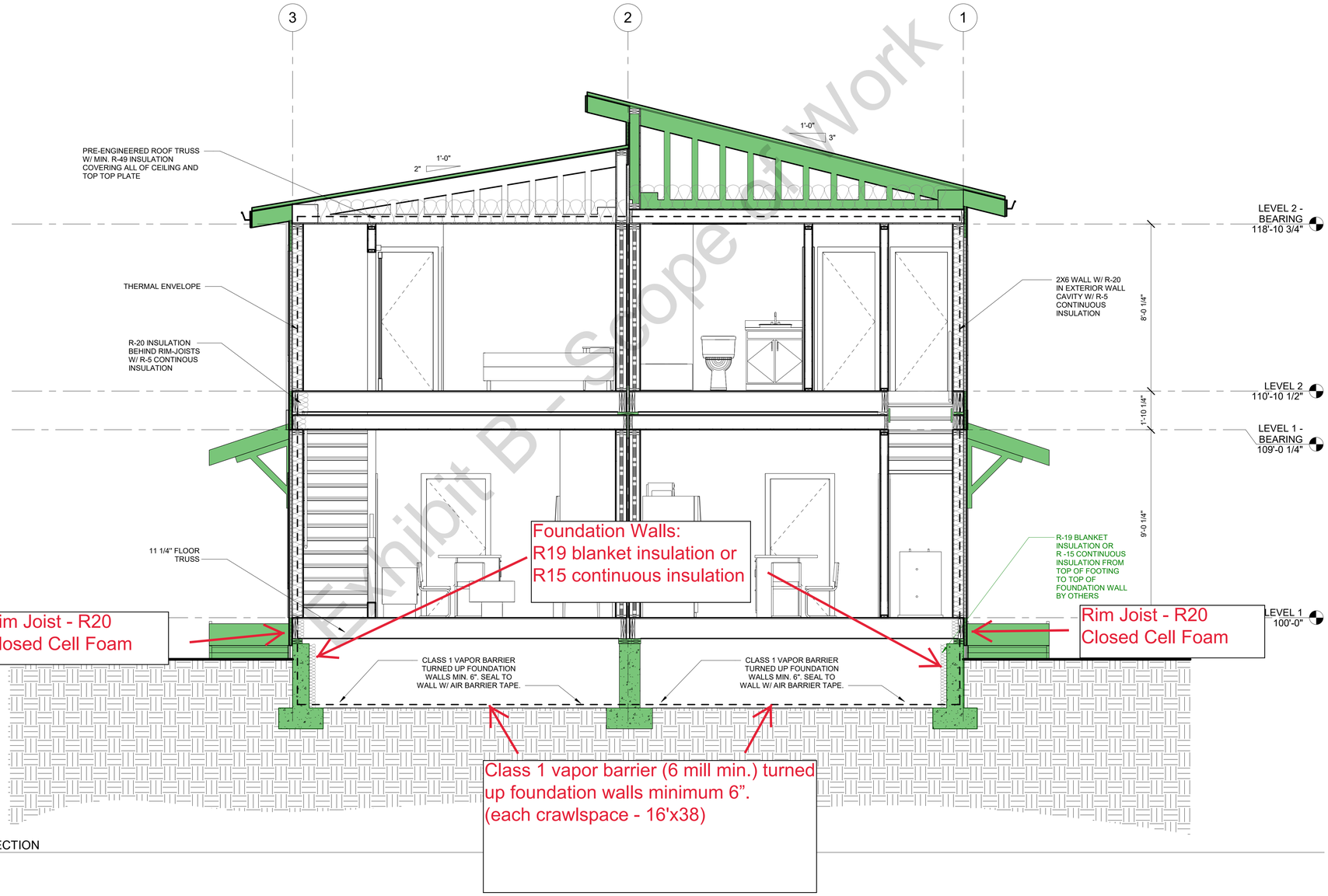
FENESTRATION U-FACTOR : 0.30
GLAZING SHGC : NOT REQUIRED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14



2 BUILDING SECTION
3/8" = 1'-0"

Exhibit B - Scope of Work

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

BUILDING SECTION

A301

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Electrical - Scope of Work

Project: Sawtooth – Gunnison County

Scope: Electrician

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Task	Description of Work
Laterals	Supply and install electrical laterals to each side of Shavano duplex (2 units) and garage ADU. Assume 200 amp service to unit. See attached site plan
Meter equipment & disconnects	Supply and install meter equipment & exterior disconnect. Terminate electrical laterals as required by City of Gunnison Electric. Terminate factory installed SER from modular floor framing into exterior disconnect.
Shavano (2 units) Box-to-Box Connections	Complete connections in 8"x8" J box in staircase closet for the following – sub panel service to upstairs modular, 3 way staircase lighting, smoke detector circuit.
Attic Lighting	Install attic switch & keyless. Total three (3) - 1 per attic. Factory will provide lighting circuit w/ romex whip.
Exterior light fixture install	Install factory supplied exterior wall sconces on modulars. Total seven (7) - 3 per Shavano unit and 1 per ADU
Heat Pump – condensing units	Provide electrical service to site installed heat pump condensing unit. Factory provides breaker in panel and whip to corresponding space within the modular.
Site Built garage	Supply and install wire and devices for both bays in site built 32x24 garage. Assume 100 amp service to each side of garage, three keyless interior lights, three exterior sconces, code minimum interior outlets, two exterior gfci outlets, outlet to service overhead door.

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Attic Insulation

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	Description of Work
Duplex	Supply and install R49 blow-in insulation in both 16'x38' attics. 100% of ceiling and the top plate of the eave must be covered. (608 sq ft of coverage per Shavano – 1216 sq ft coverage total)
ADU	Supply and install R49 blow-in insulation in 15'x24' ADU attic. 100% of ceiling and the top plate of the eave must be covered. (360 sq ft of coverage)
Lot Total	1576 sq ft of coverage of R49 blow-in insulation

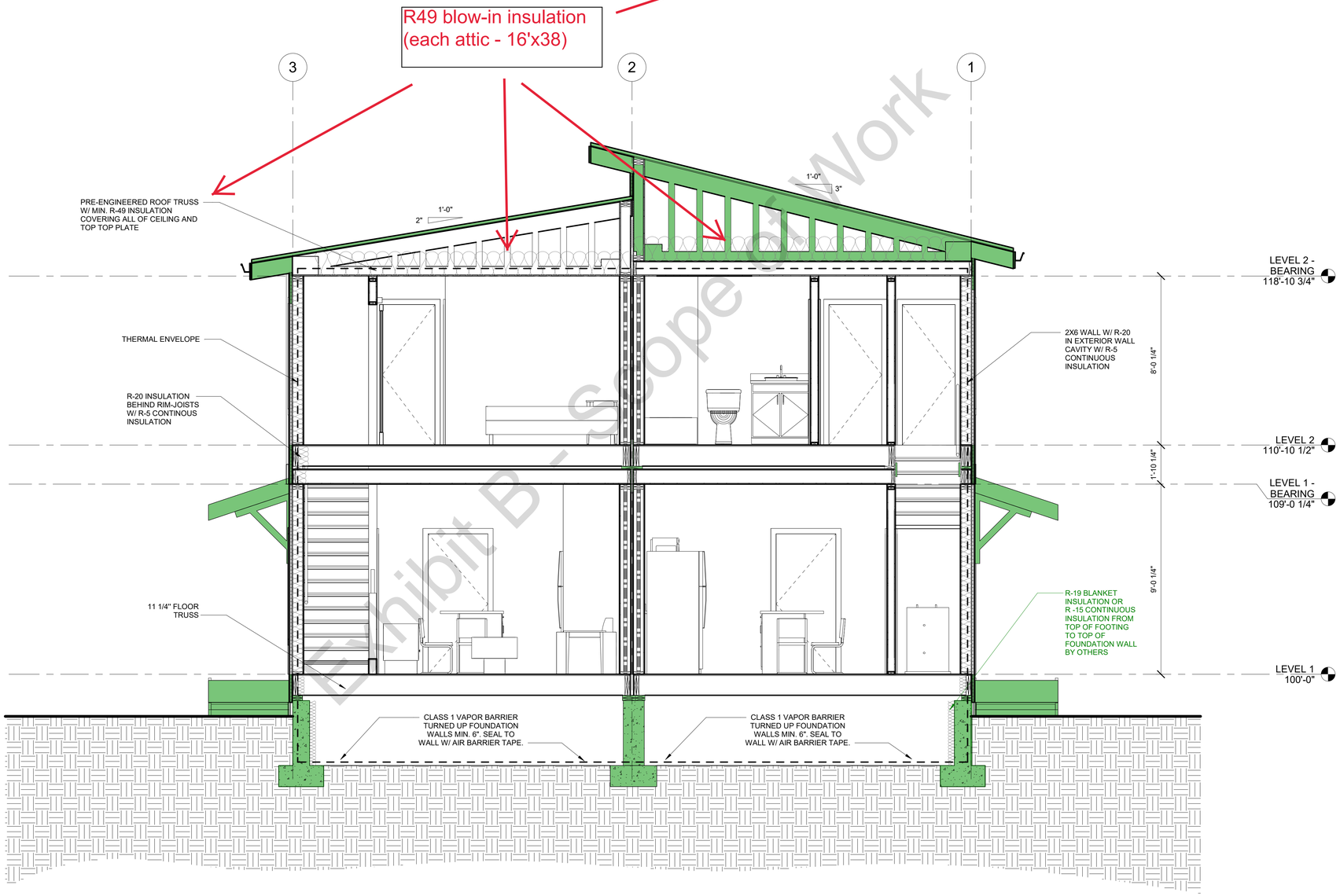
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

THERMAL ENVELOPE BASIS

MINIMUM INSULATION VALUES BASED ON 2021 IECC R402.1.3 FOR **CLIMATE ZONE 7**
ROOF/CEILING : R-60
INSULATION MAY BE REDUCED TO R-49 IF 100% OF CEILING IS COVERED AND TOP PLATE OF EAVE IS COVERED
EXTERIOR WOOD FRAMED WALLS : R-20 + R-5
FLOORS : R-38
CRAWLSPACE : R-19 INSULATION OR R-15 CONTINUOUS INSULATION

FENESTRATION U-FACTOR : 0.30
GLAZING SHGC : NOT REQUIRED



2 BUILDING SECTION
3/8" = 1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

BUILDING SECTION

A301

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction Bidding Form

Project: Sawtooth – Gunnison County

Scope: Carpet

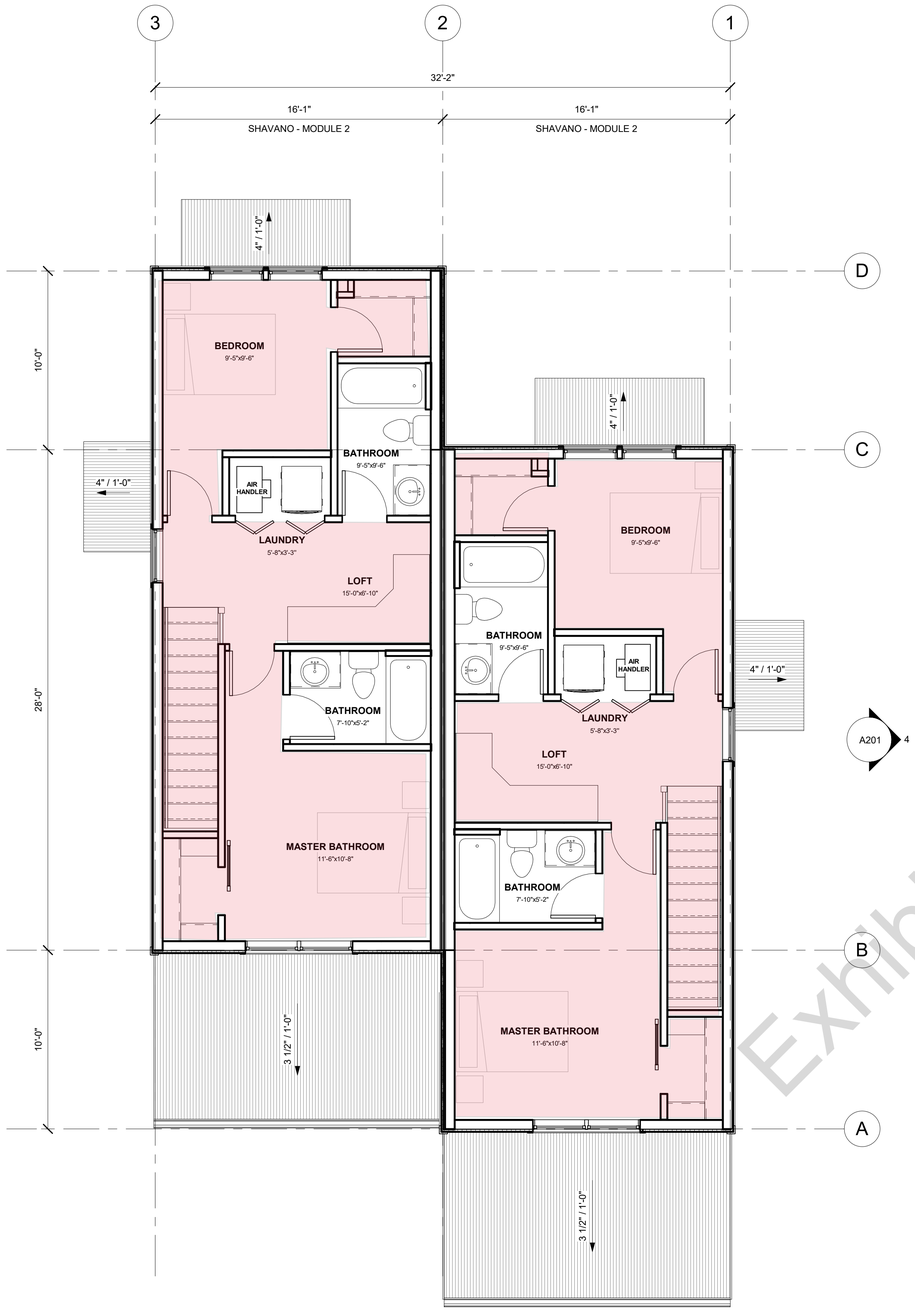
Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage (6 lots w/ this configuration)

Field Work:

Task	**Description of Work**
Duplex	Supply and install entire upstairs for both Shavano units except wet areas (2 bathrooms & laundry room)
Square Yardage	Approx. 11 square yards of carpet 1 staircase (15 steps)
Grade (recommended current specs)	**Carpet**: Face Weight – 35 Stitches per inch – 10 Pile Height - .431” **Padding**: Density – 6.0
Please include pricing for labor and material.	

Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



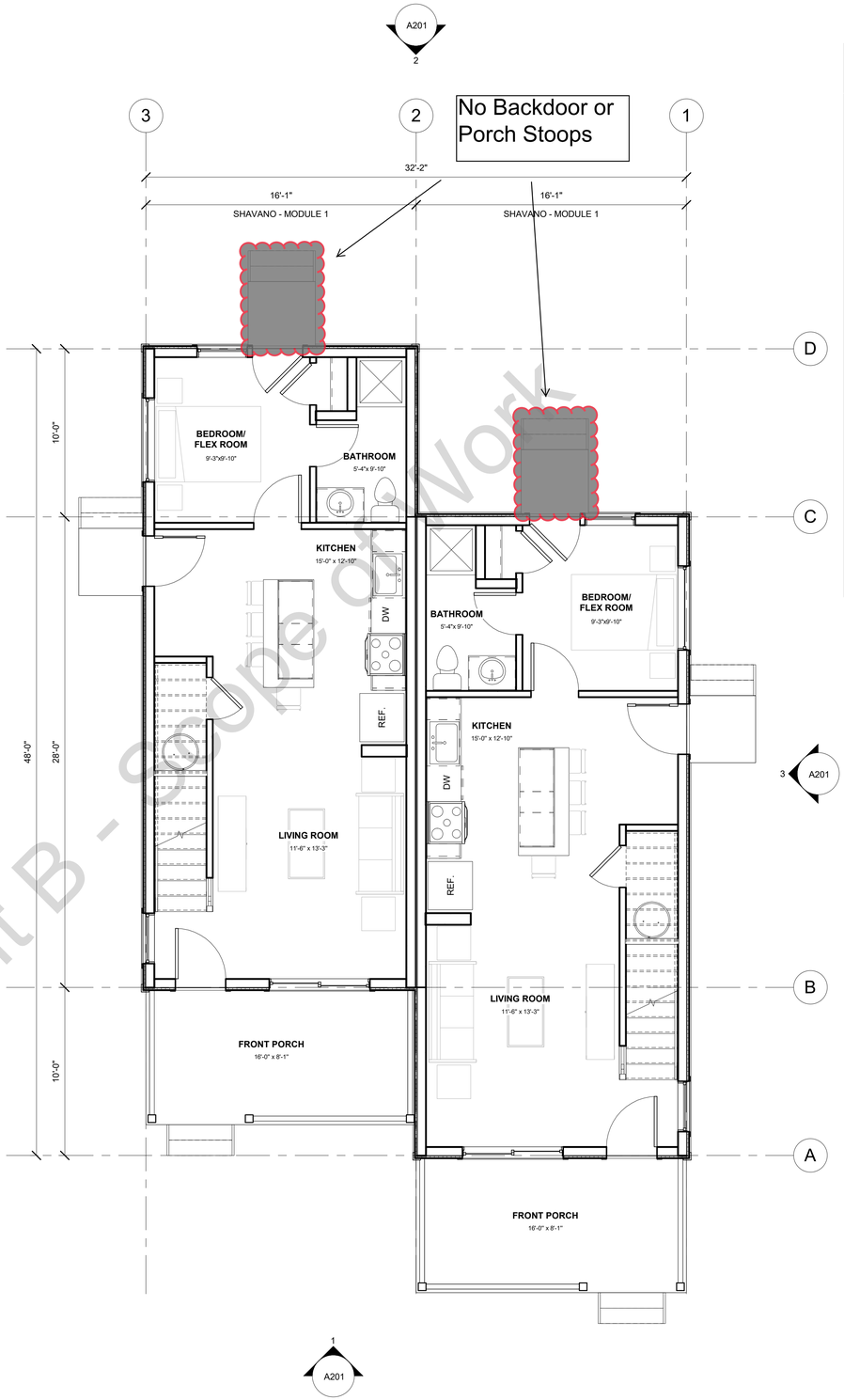


Exhibit B - Scope of Work

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
2. ALL STUDS TO BE 2X4 U.N.O.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.
4. SEE UL DETAILS ON A800 SERIES SHEETS FOR ADDITIONAL INFORMATION RELATED TO FIRE-RELATED ASSEMBLY REQUIREMENTS.
4. SEE BUILDING ELEVATIONS ON A201 SERIES SHEETS AND WALL SECTIONS ON A310 SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.
5. SEE WALL SECTIONS ON A310 SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.
6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.
7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.
11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

2 LEVEL 2
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"

1 LEVEL 1
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC FLOOR PLANS

A101

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Site Framing - Scope of Work

Project: Sawtooth – Gunnison County

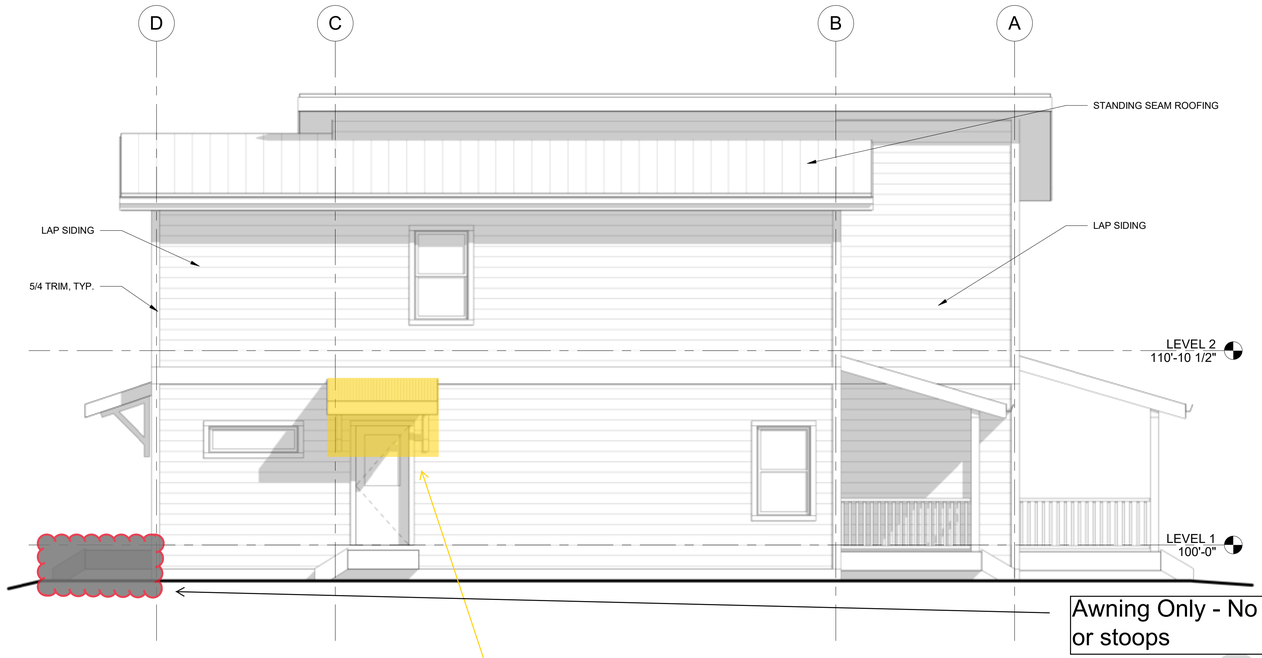
Scope: Site Framing

Model: Shavano Duplex, 15x24 ADU, 32x24 Site Built Garage **(6 lots w/ this configuration)**

Task	Description of Work
Garage Framing	Labor price for main floor garage wall framing and roof build over half of the garage as depicted on attached drawings. Man door & window install.
Duplex Front Porch	Labor price from framing of front porch (2 total). Build assumptions: 6x6 posts, 6x8 beam, 2x6 rafters, LP smartside facia and soffit, install pre-fabricated steel handrails.
Duplex Exterior Door Awnings	Labor price for exterior door awnings (total of 4). Assume 4x4 brackets, 2x6 purlin/rafter, smartside facia and soffit.

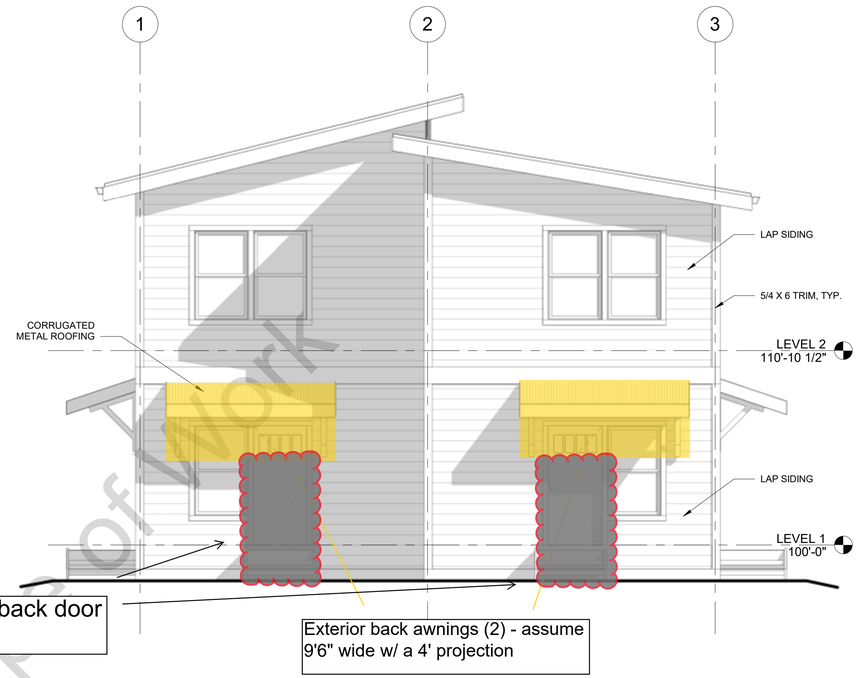
Exhibit B - Scope of Work

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



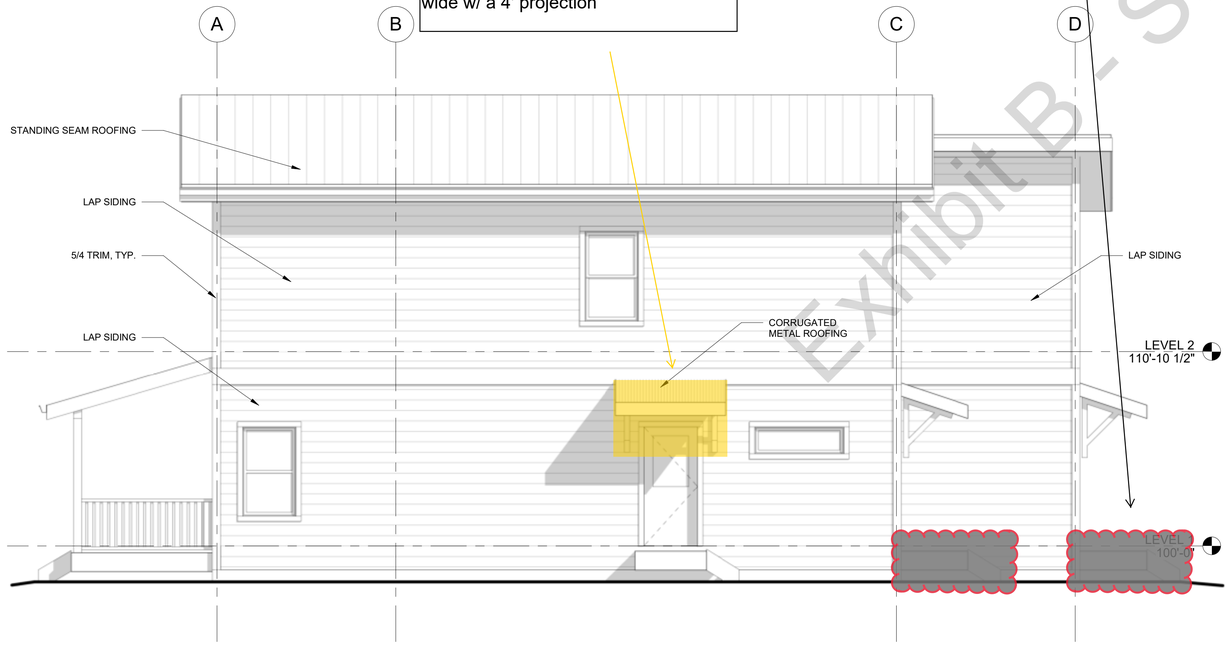
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Awning Only - No back door or stoops

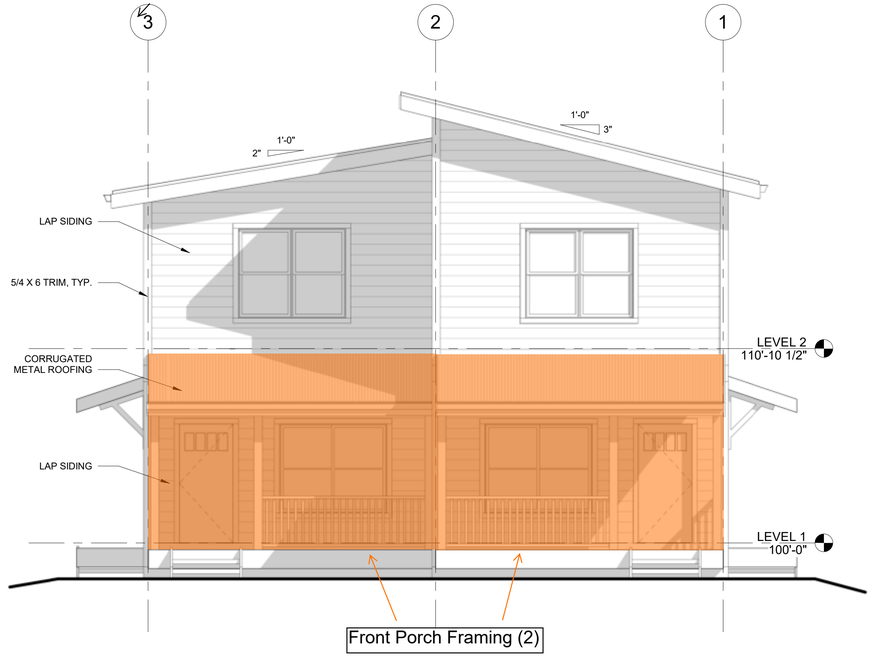
Exterior back awnings (2) - assume 9'6" wide w/ a 4' projection

Exterior side awnings (2) - assume 6'3" wide w/ a 4' projection



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



Front Porch Framing (2)

1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303.670.7242 x14

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

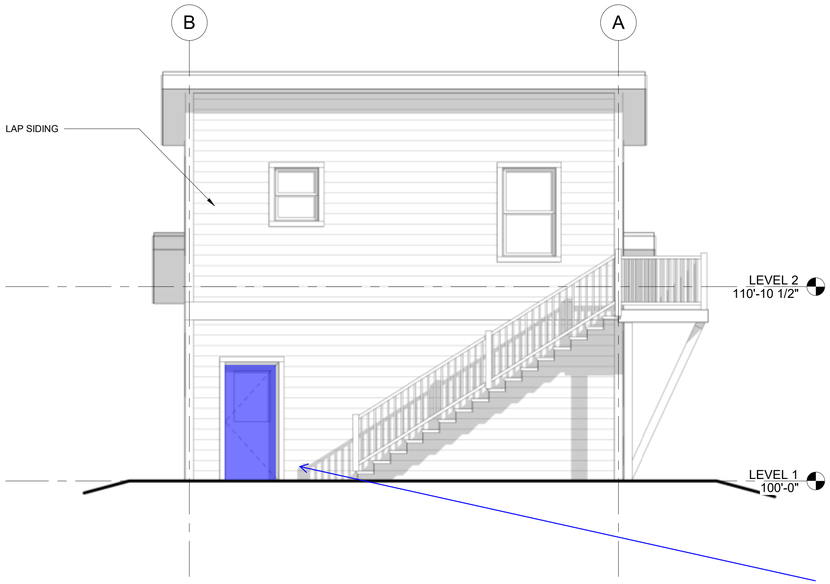
REVISION:

Project Status
DATE: 07/13/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

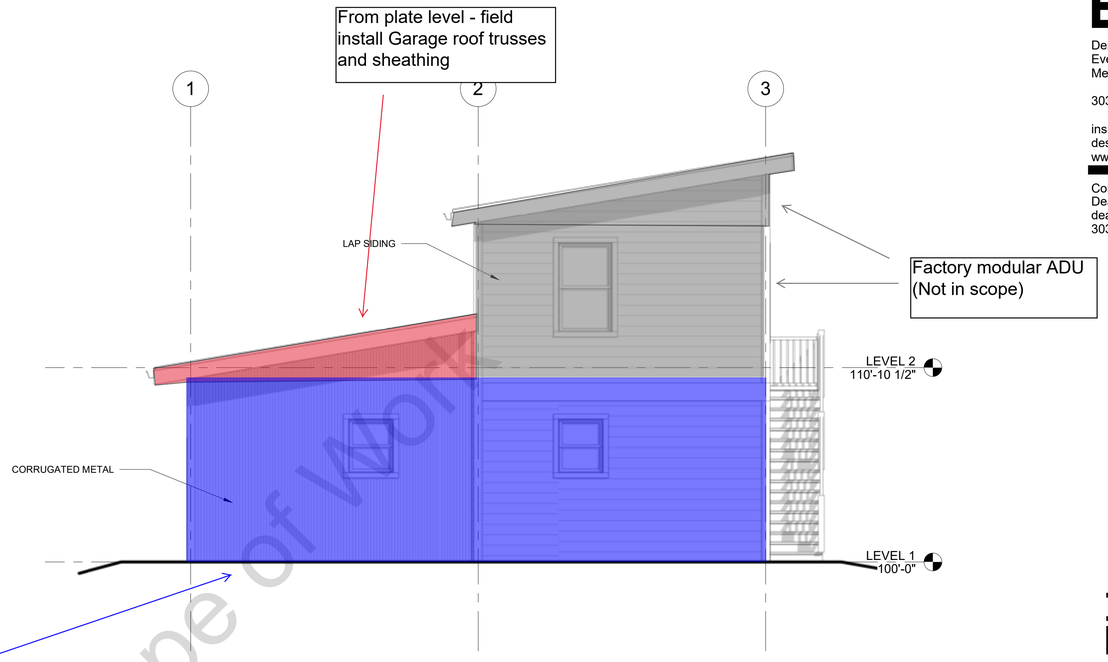
A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



4 SIDE ELEVATION
1/4" = 1'-0"

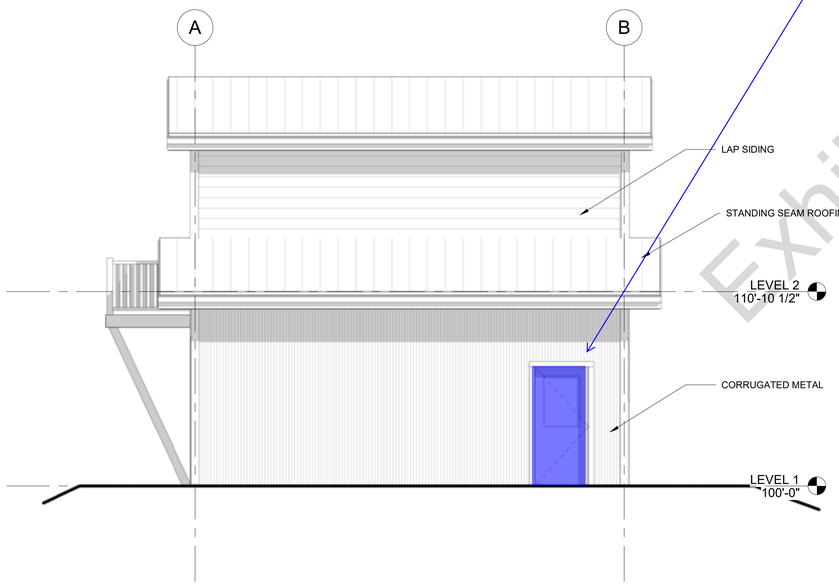
SCALE: 1/4"=1'-0"



2 REAR ELEVATION
1/4" = 1'-0"

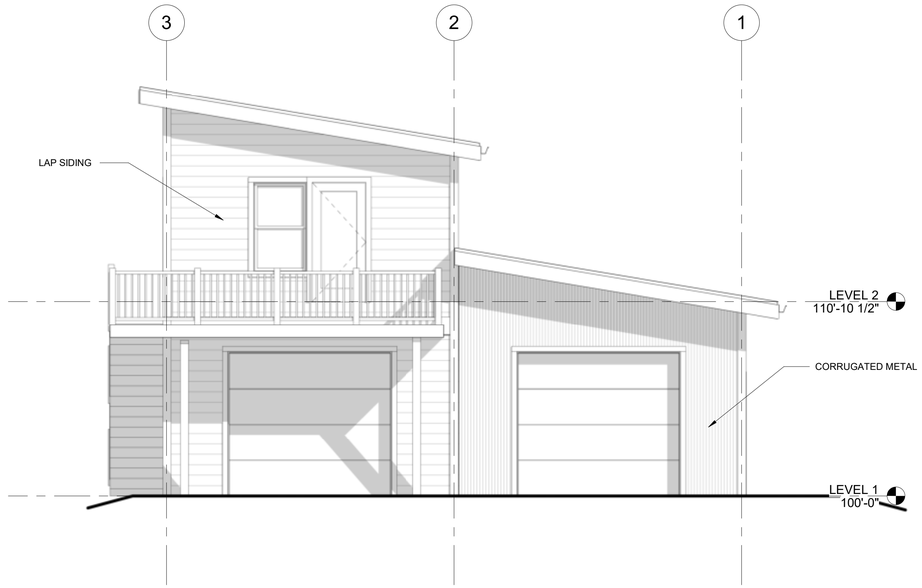
SCALE: 1/4"=1'-0"

Main floor garage framing w/ man door (2) and window (2) install



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit B - Scope of Work

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 08/10/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Shavano Duplex**	**27 days**	**Mon 2/27/23**	**Tue 4/4/23**		
2		Modular Production	1.35 mon	Mon 2/27/23	Tue 4/4/23		Factory
3		**Site Prep**	**83 days**	**Wed 1/18/23**	**Fri 5/12/23**		
4		Building Permit Submittal & Approval	3 wks	Wed 1/18/23	Wed 2/8/23	55F-3 wks	FWC Admin
5		Foundations Excavation	15 days	Wed 3/1/23	Tue 3/21/23		Excavator
6		Foundation Form/Pour & Utility Laterals	3 wks	Wed 3/22/23	Tue 4/11/23	5	Foundation
7		Shallow Utilities	1 wk	Wed 4/12/23	Tue 4/18/23	6	Foundation
8		Foundation Backfill & Site Rough Grade	8 days	Wed 4/19/23	Fri 4/28/23	7	Foundation
9		Garage Slabs & Front Porch Caps	2 wks	Mon 5/1/23	Fri 5/12/23	8	Flatwork
10		**Modular Set & Garage Framing**	**42 days**	**Wed 4/5/23**	**Fri 6/2/23**		
11		Garage Framing	3 wks	Mon 5/15/23	Fri 6/2/23	9	
12		Modular Transport	2 wks	Wed 4/5/23	Tue 4/18/23	2	
13		Modular Prep for Set	2 wks	Mon 5/8/23	Fri 5/19/23	14FF	Set Crew
14		Foundation Sill Plates	1 wk	Mon 5/15/23	Fri 5/19/23	9	Set Crew
15		Modular Set & Stitch	2 wks	Mon 5/22/23	Fri 6/2/23	14	Set Crew
16		**Lot 1**	**46 days**	**Wed 5/24/23**	**Wed 7/26/23**		
17		Roofing	3 days	Wed 5/24/23	Fri 5/26/23	15SS+2 days	Roofer
18		Site Structure & Siding Fills	8 days	Wed 5/31/23	Fri 6/9/23	17FS+2 days	Siding
19		Exterior Paint	8 days	Mon 6/12/23	Wed 6/21/23	18	Painter
20		Flatwork	5 days	Thu 6/22/23	Wed 6/28/23	19	Flatwork
21		ADU Deck & Garage Door	5 days	Thu 6/29/23	Wed 7/5/23	20	
22		Final Grade	2 days	Thu 7/6/23	Fri 7/7/23	21	Excavator
23		Gutters	1 day	Thu 7/6/23	Thu 7/6/23	21	Gutters
24		Electrical Box Connection & Meter Release	8 days	Wed 5/24/23	Fri 6/2/23	15SS+2 days	Electrician
25		Mechanical Rough	5 days	Thu 5/25/23	Wed 5/31/23	24SS+1 day	Mechanical
26		Mechanical Trim	2 days	Thu 6/1/23	Fri 6/2/23	25	Mechanical
27		Plumbing Connections	8 days	Fri 6/2/23	Tue 6/13/23	24FS-1 day	Plumber
28		Fire Suppression	5 days	Mon 6/12/23	Fri 6/16/23	27FS-2 days	Fire Suppression
29		Drywall	8 days	Wed 6/14/23	Fri 6/23/23	25,24,26,2	Drywall
30		Interior Finish & Punch	15 days	Thu 6/15/23	Wed 7/5/23	29SS+1 day	FWC Interior
31		Electrical Trim	2 days	Thu 7/6/23	Fri 7/7/23	30	Electrician
32		Insulation	3 days	Mon 7/10/23	Wed 7/12/23	31	Insulation
33		State Oversight Inspection	5 days	Thu 7/13/23	Wed 7/19/23	32	
34		AHJ Finals	5 days	Thu 7/20/23	Wed 7/26/23	33	
35		**Lot 2**	**58 days**	**Mon 5/29/23**	**Wed 8/16/23**		
36		Roofing	3 days	Mon 5/29/23	Wed 5/31/23	17	Roofer
37		Site Structure & Siding Fills	8 days	Mon 6/12/23	Wed 6/21/23	18	Siding
38		Exterior Paint	8 days	Thu 6/22/23	Mon 7/3/23	19,37	Painter
39		Flatwork	5 days	Tue 7/4/23	Mon 7/10/23	20,38	Flatwork
40		ADU Deck & Garage Door	5 days	Tue 7/11/23	Mon 7/17/23	21,39	
41		Final Grade	2 days	Tue 7/18/23	Wed 7/19/23	22,40	Excavator
42		Gutters	1 day	Tue 7/18/23	Tue 7/18/23	23,40	Gutters
43		Electrical Box Connection & Meter Release	8 days	Mon 6/5/23	Wed 6/14/23	24,15	Electrician
44		Mechanical Rough	5 days	Mon 6/5/23	Fri 6/9/23	25,15	Mechanical
45		Mechanical Trim	2 days	Mon 6/5/23	Tue 6/6/23	26,15	Mechanical
46		Plumbing Connections	8 days	Wed 6/14/23	Fri 6/23/23	27,15	Plumber
47		Fire Suppression	5 days	Mon 6/19/23	Fri 6/23/23	28,15	Fire Suppression
48		Drywall	8 days	Mon 6/26/23	Wed 7/5/23	29,15	Drywall
49		Interior Finish & Punch	15 days	Thu 7/6/23	Wed 7/26/23	30,15	FWC Interior
50		Electrical Trim	2 days	Thu 7/27/23	Fri 7/28/23	31,49	Electrician
51		Insulation	3 days	Mon 7/31/23	Wed 8/2/23	32,50	Insulation
52		State Oversight Inspection	5 days	Thu 8/3/23	Wed 8/9/23	33,51,49	
53		AHJ Finals	5 days	Thu 8/10/23	Wed 8/16/23	52	
54		**Lot 3**	**76 days**	**Thu 6/1/23**	**Thu 9/14/23**		
55		Roofing	3 days	Thu 6/1/23	Mon 6/5/23	36	Roofer
56		Site Structure & Siding Fills	8 days	Thu 6/22/23	Mon 7/3/23	37	Siding
57		Exterior Paint	8 days	Tue 7/4/23	Thu 7/13/23	56,38	Painter
58		Flatwork	5 days	Fri 7/14/23	Thu 7/20/23	57,39	Flatwork
59		ADU Deck & Garage Door	5 days	Fri 7/21/23	Thu 7/27/23	58,40	
60		Final Grade	2 days	Fri 7/28/23	Mon 7/31/23	59,41	Excavator
61		Gutters	1 day	Fri 7/28/23	Fri 7/28/23	59,42	Gutters
62		Electrical Box Connection & Meter Release	8 days	Thu 6/15/23	Mon 6/26/23	43,15	Electrician
63		Mechanical Rough	5 days	Tue 6/27/23	Mon 7/3/23	44,15,62	Mechanical
64		Mechanical Trim	2 days	Tue 7/4/23	Wed 7/5/23	45,15,63	Mechanical
65		Plumbing Connections	8 days	Thu 7/6/23	Mon 7/17/23	46,15,64	Plumber
66		Fire Suppression	5 days	Tue 7/18/23	Mon 7/24/23	47,15,65	Fire Suppression
67		Drywall	8 days	Tue 7/25/23	Thu 8/3/23	48,15,66	Drywall
68		Interior Finish & Punch	15 days	Fri 8/4/23	Thu 8/24/23	49,15,67	FWC Interior
69		Electrical Trim	2 days	Fri 8/25/23	Mon 8/28/23	68,50	Electrician
70		Insulation	3 days	Tue 8/29/23	Thu 8/31/23	69,51	Insulation
71		State Oversight Inspection	5 days	Fri 9/1/23	Thu 9/7/23	68,70,52	
72		AHJ Finals	5 days	Fri 9/8/23	Thu 9/14/23	71	
73		**Lot 4**	**88 days**	**Tue 6/6/23**	**Thu 10/5/23**		
74		Roofing	3 days	Tue 6/6/23	Thu 6/8/23	55	Roofer
75		Site Structure & Siding Fills	8 days	Tue 7/4/23	Thu 7/13/23	56	Siding
76		Exterior Paint	8 days	Fri 7/14/23	Tue 7/25/23	75,57	Painter
77		Flatwork	5 days	Wed 7/26/23	Tue 8/1/23	76,58	Flatwork
78		ADU Deck & Garage Door	5 days	Wed 8/2/23	Tue 8/8/23	77,59	
79		Final Grade	2 days	Wed 8/9/23	Thu 8/10/23	78,60	Excavator
80		Gutters	1 day	Wed 8/9/23	Wed 8/9/23	61,78	Gutters
81		Electrical Box Connection & Meter Release	8 days	Tue 6/27/23	Thu 7/6/23	62,15	Electrician
82		Mechanical Rough	5 days	Fri 7/7/23	Thu 7/13/23	63,15,81	Mechanical
83		Mechanical Trim	2 days	Fri 7/14/23	Mon 7/17/23	64,15,82	Mechanical
84		Plumbing Connections	8 days	Tue 7/18/23	Thu 7/27/23	65,15,83	Plumber
85		Fire Suppression	5 days	Fri 7/28/23	Thu 8/3/23	66,15,84	Fire Suppression
86		Drywall	8 days	Fri 8/4/23	Tue 8/15/23	85,67,15	Drywall
87		Interior Finish & Punch	15 days	Fri 8/25/23	Thu 9/14/23	68,86,15	FWC Interior
88		Electrical Trim	2 days	Fri 9/15/23	Mon 9/18/23	87,69	Electrician
89		Insulation	3 days	Tue 9/19/23	Thu 9/21/23	88,70	Insulation
90		State Oversight Inspection	5 days	Fri 9/22/23	Thu 9/28/23	87,89,71	
91		AHJ Finals	5 days	Fri 9/29/23	Thu 10/5/23	90	
92		**Lot 5**	**100 days**	**Fri 6/9/23**	**Thu 10/26/23**		
93		Roofing	3 days	Fri 6/9/23	Tue 6/13/23	74	Roofer
94		Site Structure & Siding Fills	8 days	Fri 7/14/23	Tue 7/25/23	75	Siding
95		Exterior Paint	8 days	Wed 7/26/23	Fri 8/4/23	94,76	Painter
96		Flatwork	5 days	Mon 8/7/23	Fri 8/11/23	95,77	Flatwork
97		ADU Deck & Garage Door	5 days	Mon 8/14/23	Fri 8/18/23	96,78	
98		Final Grade	2 days	Mon 8/21/23	Tue 8/22/23	97,79	Excavator
99		Gutters	1 day	Mon 8/21/23	Mon 8/21/23	80,97	Gutters
100		Electrical Box Connection & Meter Release	8 days	Fri 7/7/23	Tue 7/18/23	81,15	Electrician
101		Mechanical Rough	5 days	Wed 7/19/23	Tue 7/25/23	100,82,15	Mechanical
102		Mechanical Trim	2 days	Wed 7/26/23	Thu 7/27/23	101,15,83	Mechanical
103		Plumbing Connections	8 days	Fri 7/28/23	Tue 8/8/23	101,84,15	Plumber
104		Fire Suppression	5 days	Wed 8/9/23	Tue 8/15/23	103,85,15	Fire Suppression
105		Drywall	8 days	Wed 8/16/23	Fri 8/25/23	104,86,15	Drywall
106		Interior Finish & Punch	15 days	Fri 9/15/23	Thu 10/5/23	87,15,105	FWC Interior
107		Electrical Trim	2 days	Fri 10/6/23	Mon 10/9/23	106,88	Electrician
108		Insulation	3 days	Tue 10/10/23	Thu 10/12/23	107,89	Insulation
109		State Oversight Inspection	5 days	Fri 10/13/23	Thu 10/19/23	106,108,9(	
110		AHJ Finals	5 days	Fri 10/20/23	Thu 10/26/23	109	
111		**Lot 6**	**112 days**	**Wed 6/14/23**	**Thu 11/16/23**		
112		Roofing	3 days	Wed 6/14/23	Fri 6/16/23	93	Roofer
113		Site Structure & Siding Fills	8 days	Wed 7/26/23	Fri 8/4/23	94	Siding
114		Exterior Paint	8 days	Mon 8/7/23	Wed 8/16/23	113,95	Painter
115		Flatwork	5 days	Thu 8/17/23	Wed 8/23/23	114,96	Flatwork
116		ADU Deck & Garage Door	5 days	Thu 8/24/23	Wed 8/30/23	115,97	
117		Final Grade	2 days	Thu 8/31/23	Fri 9/1/23	116,98	Excavator
118		Gutters	1 day	Thu 8/31/23	Thu 8/31/23	99,116	Gutters
119		Electrical Box Connection & Meter Release	8 days	Wed 7/19/23	Fri 7/28/23	100,15	Electrician
120		Mechanical Rough	5 days	Mon 7/31/23	Fri 8/4/23	119,101,15	Mechanical
121		Mechanical Trim	2 days	Mon 8/7/23	Tue 8/8/23	120,102,15	Mechanical
122		Plumbing Connections	8 days	Wed 8/9/23	Fri 8/18/23	120,103,15	Plumber
123		Fire Suppression	5 days	Mon 8/21/23	Fri 8/25/23	122,104,15	Fire Suppression
124		Drywall	8 days	Mon 8/28/23	Wed 9/6/23	123,105,15	Drywall
125		Interior Finish & Punch	15 days	Fri 10/6/23	Thu 10/26/23	106,15,124	FWC Interior
126		Electrical Trim	2 days	Fri 10/27/23	Mon 10/30/23	125,107	Electrician
127		Insulation	3 days	Tue 10/31/23	Thu 11/2/23	126,108	Insulation
128		State Oversight Inspection	5 days	Fri 11/3/23	Thu 11/9/23	125,127,10	
129		AHJ Finals	5 days	Fri 11/10/23	Thu 11/16/23	128	
130		**Site Finish**	**15 days**	**Mon 9/4/23**	**Fri 9/22/23**		
131		Landscaping	3 wks	Mon 9/4/23	Fri 9/22/23	117	Landscaper
132		Driveway Paving	2 wks	Mon 9/4/23	Fri 9/15/23	117	Flatwork

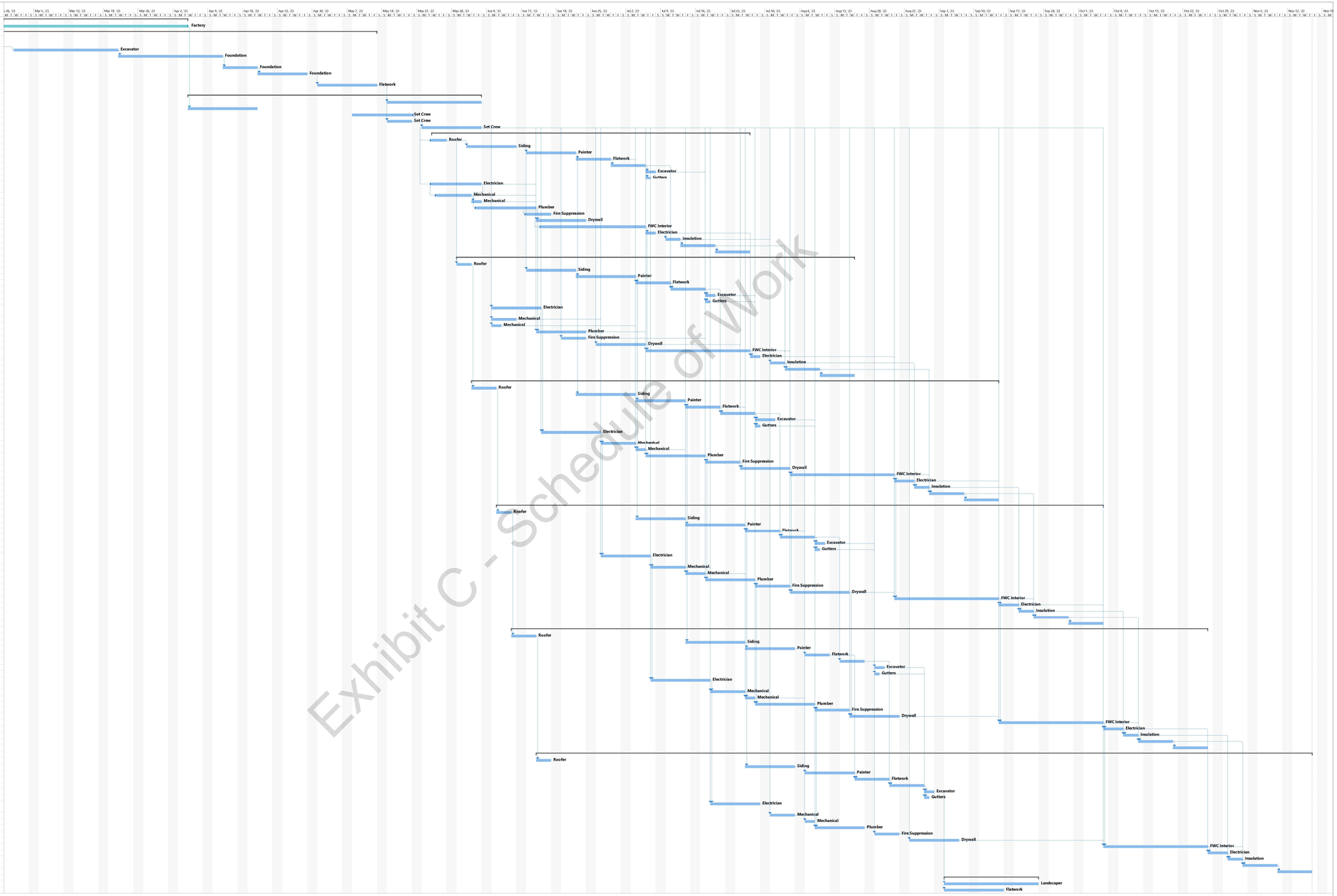


Exhibit C - Schedule of Work

Project: Sawtooth Schedule
Date: Tue 10/4/22

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Sawtooth Specification Sheet

Mechanical

Cove Heaters (ADU)
Radiant Systems – Comfort Cove

HRV
Panasonic WhisperComfort ERV - Balanced Air Solution

Duplex Heat Pump
Unico – IS30G080

Garbage Disposals
Moen – GX Pro

Water Heater
GE – 40 Gallon Electric Water Heater

Bathroom

Vanity Faucet
Delta (Black)

Shower Surround
Fibo – Cracked Cement

Bathtubs
American Standard

Tub & Shower Trim
Delta (Black)

Showers
Mustee

Toilet
American Standard

Vanity Countertop
MSI - Sparkling White

Exterior

Windows
Anderson Windows - 100 Series

Exterior Doors
Therma Tru Doors - Full & Quarter Lite Doors

Hidden Fastener Metal Roofing
New Tech Machinery - SS450-1.5" Snap Lock

Interior

Interior Doors
Jeld-Wen Interior Doors

Interior Lights
Lithonia Lighting - WF4 – 4" Wafer

Ceiling Fans
Progress Lighting - Braden Collection

LVT
Everlife - MSI – XL Cyrus – Akadia & Draven

Kitchen

Kitchen Faucet
Delta (Black)

Kitchen Countertop
MSI - Sparkling White

Cabinets
Kitchen Cabinet Distributers- Brooklyn Series

Exhibit D - Product Specifications

Finishes, specifications, options, and availability of materials are subject to change. Comparable substitutions are used when needed. These are representation of the finish selections. Engineering and design process specific to the project may determine alternative choices.

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

FADING WEST Construction

SAWTOOTH FINISHES

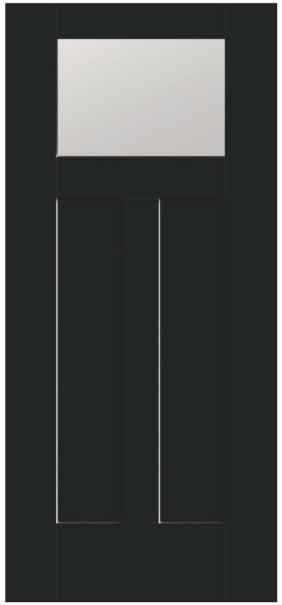


EXTERIOR LIGHT





INTERIOR LIGHTS



EXTERIOR FRONT



EXTERIOR BACK





KITCHEN & BATHROOM



SHOWER SURROUND



INTERIOR DOOR

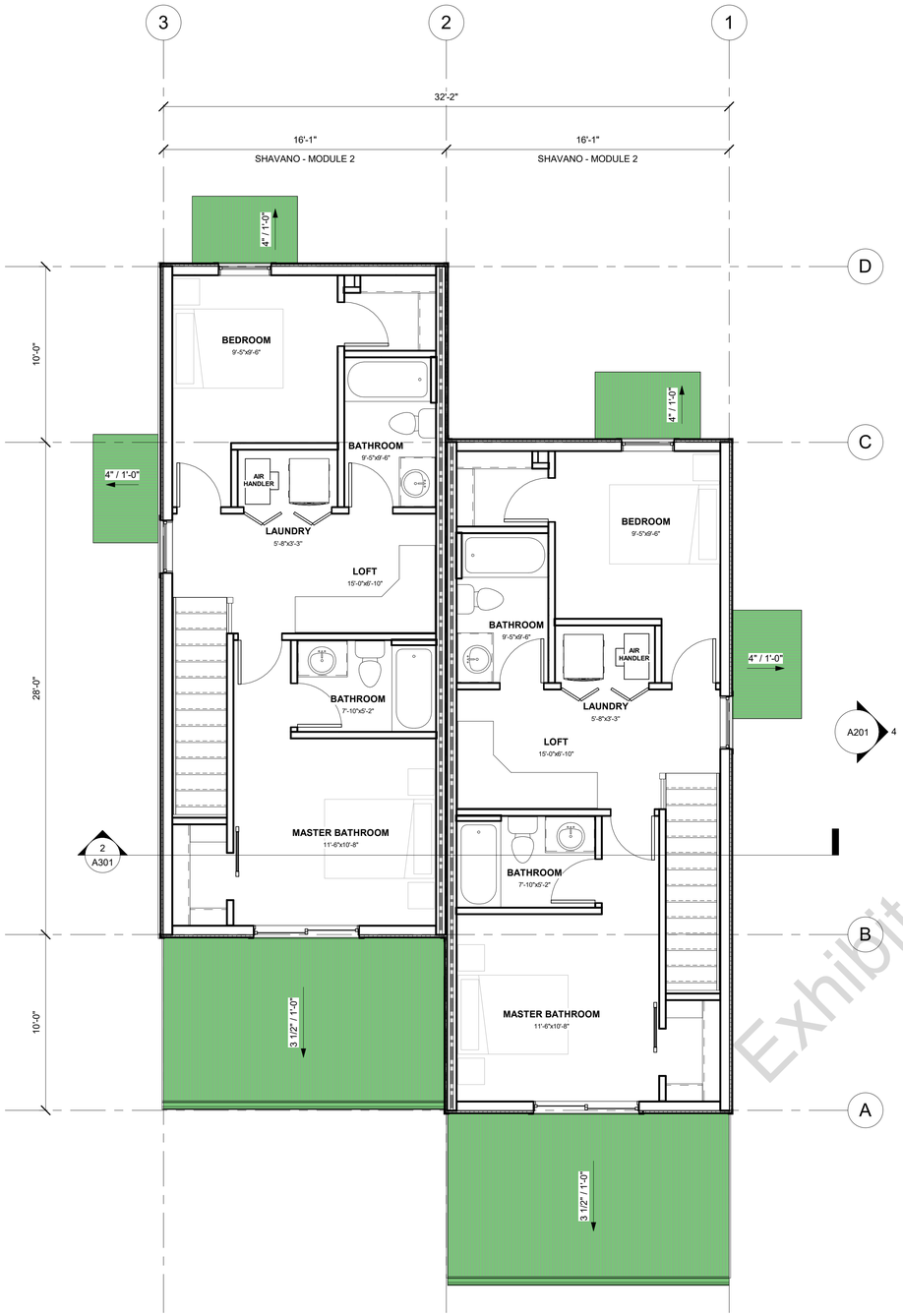


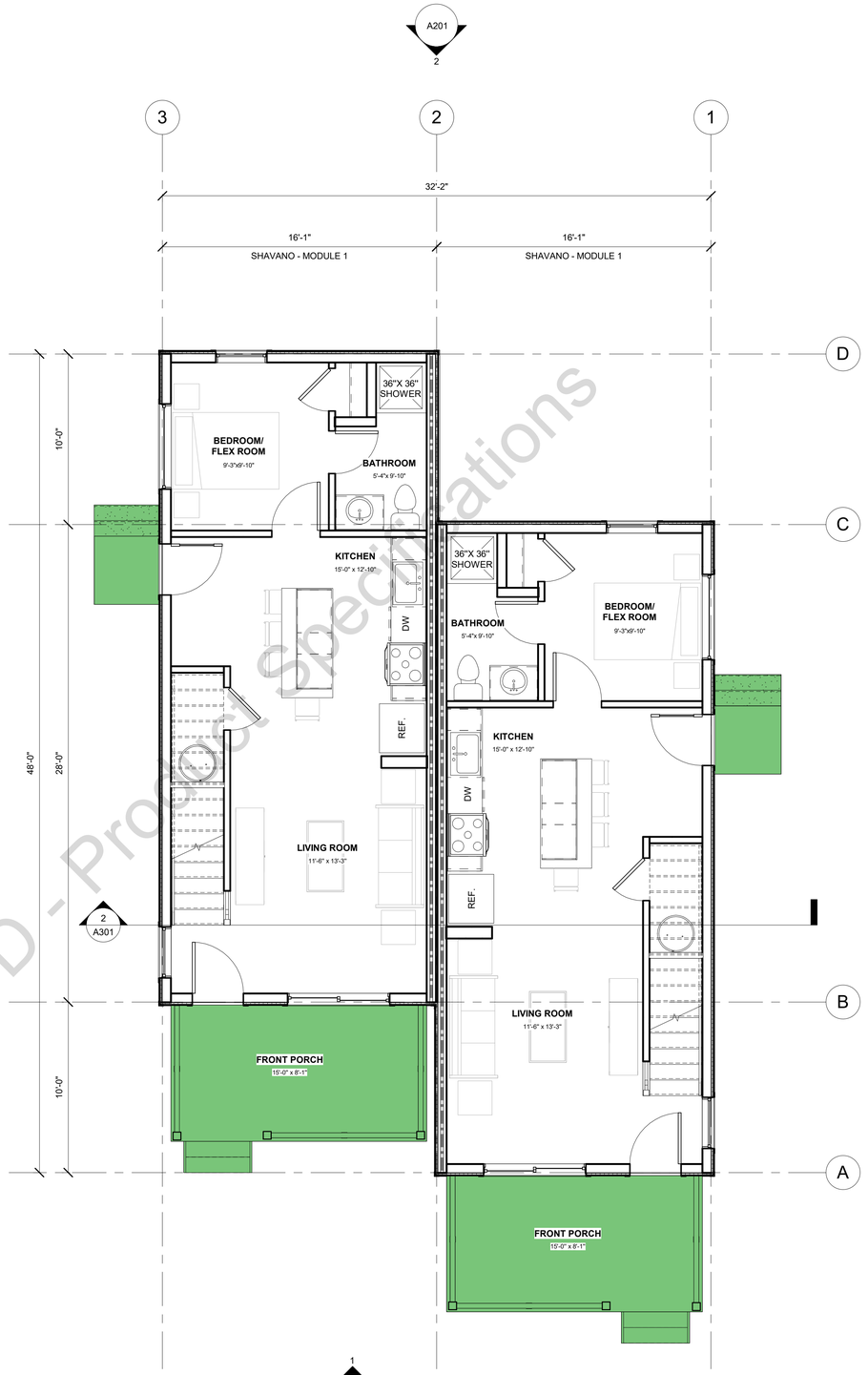


LVT FLOORING

Exhibit D - Product Specifications

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.





2 LEVEL 2
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"

1 LEVEL 1
1/4" = 1'-0"

AREA = 608 SQ. FT PER UNIT

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
2. ALL STUDS TO BE 2X4 U.N.O.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.
4. SEE UL DETAILS ON A800 SERIES SHEETS FOR ADDITIONAL INFORMATION RELATED TO FIRE-RELATED ASSEMBLY REQUIREMENTS.
4. SEE BUILDING ELEVATIONS ON A201 SERIES SHEETS AND WALL SECTIONS ON A310 SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.
5. SEE WALL SECTIONS ON A310 SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.
6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.
7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.
11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Cody Fitzsimmons, PM
cody.fitzsimmons@evstudio.com
303.670.7242 x26

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC FLOOR PLANS

A101

Exhibit D - Project Specifications

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

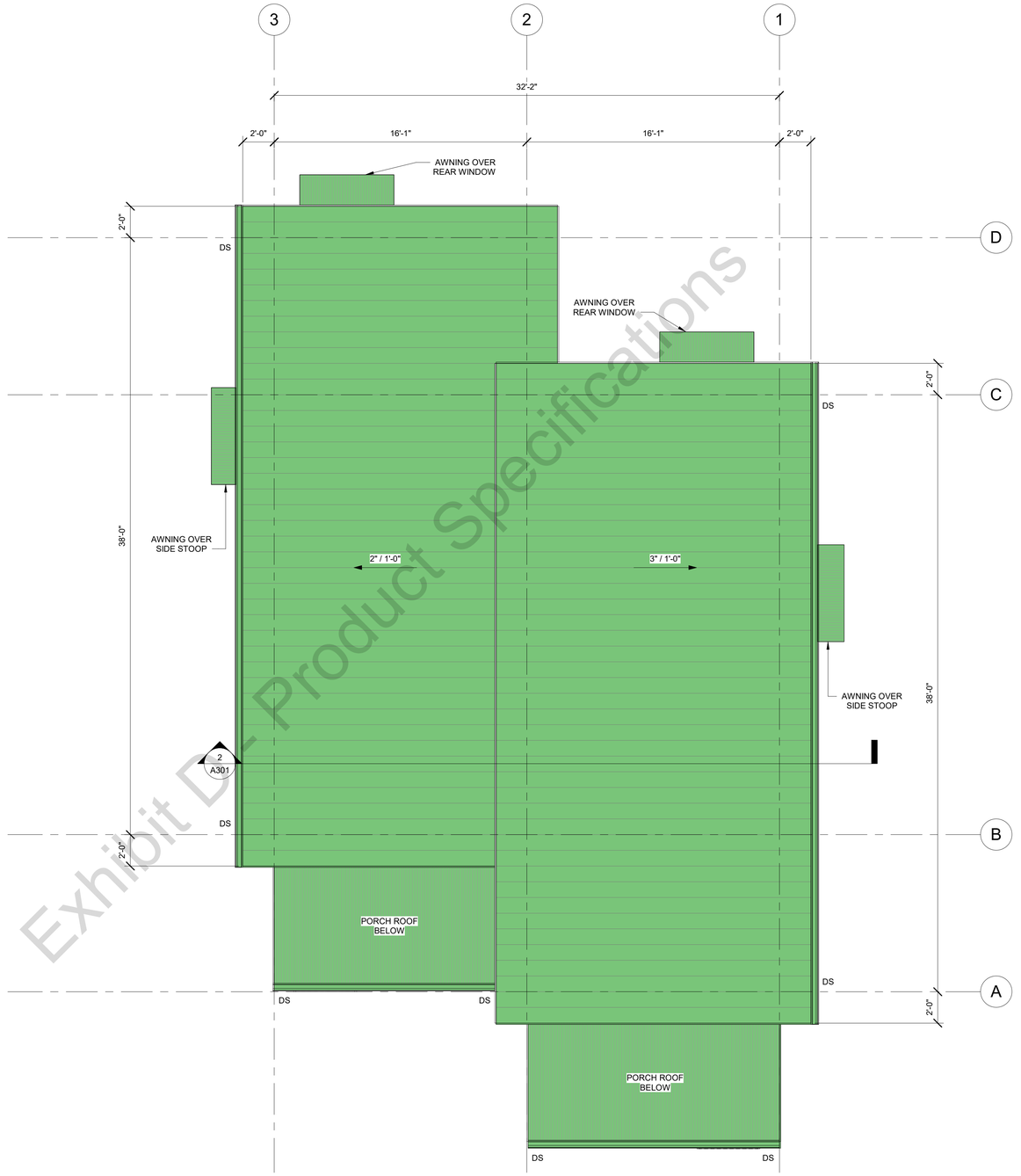


Exhibit D- Product Specifications

1 ROOF PLAN
1/4" = 1'-0"

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Cody Fitzsimmons, PM
cody.fitzsimmons@evstudio.com
303.670.7242 x26

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

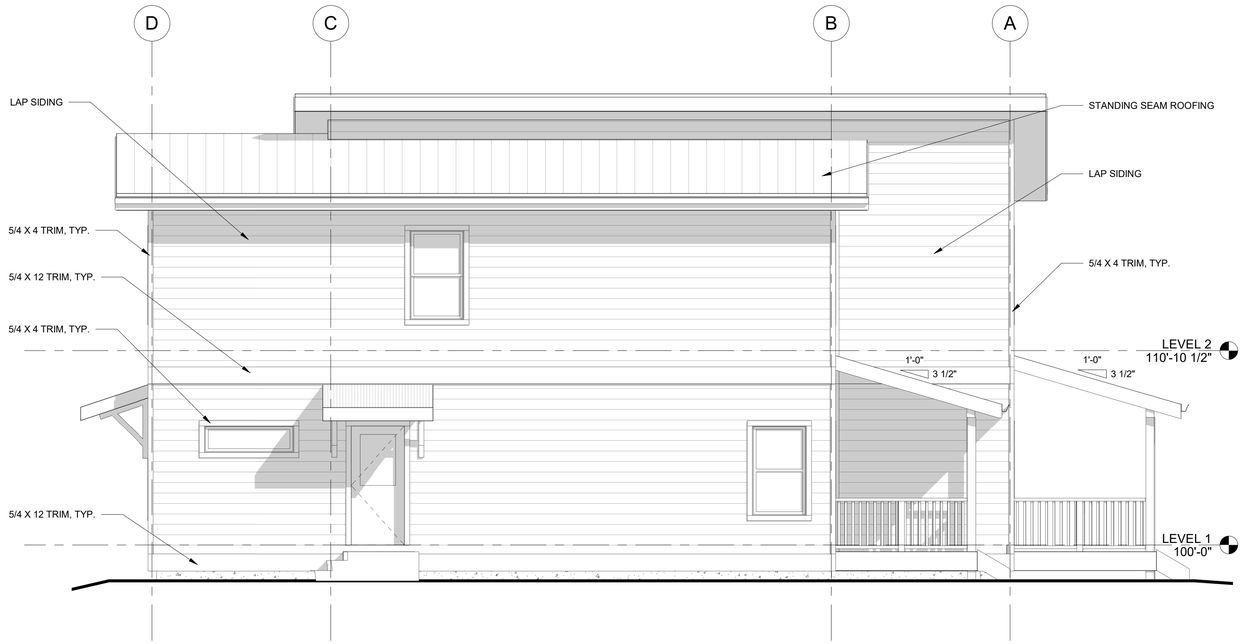
COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

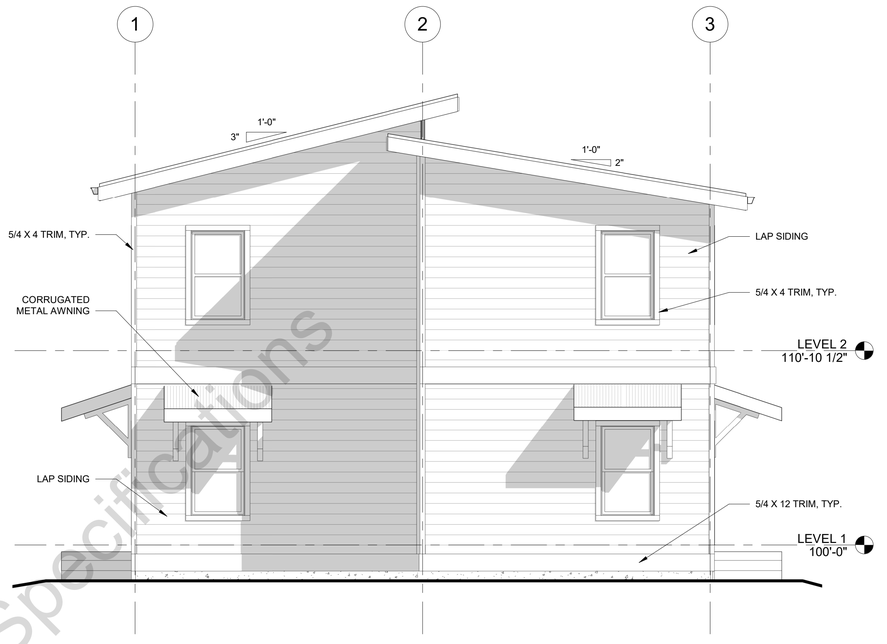
ROOF PLAN
A103

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



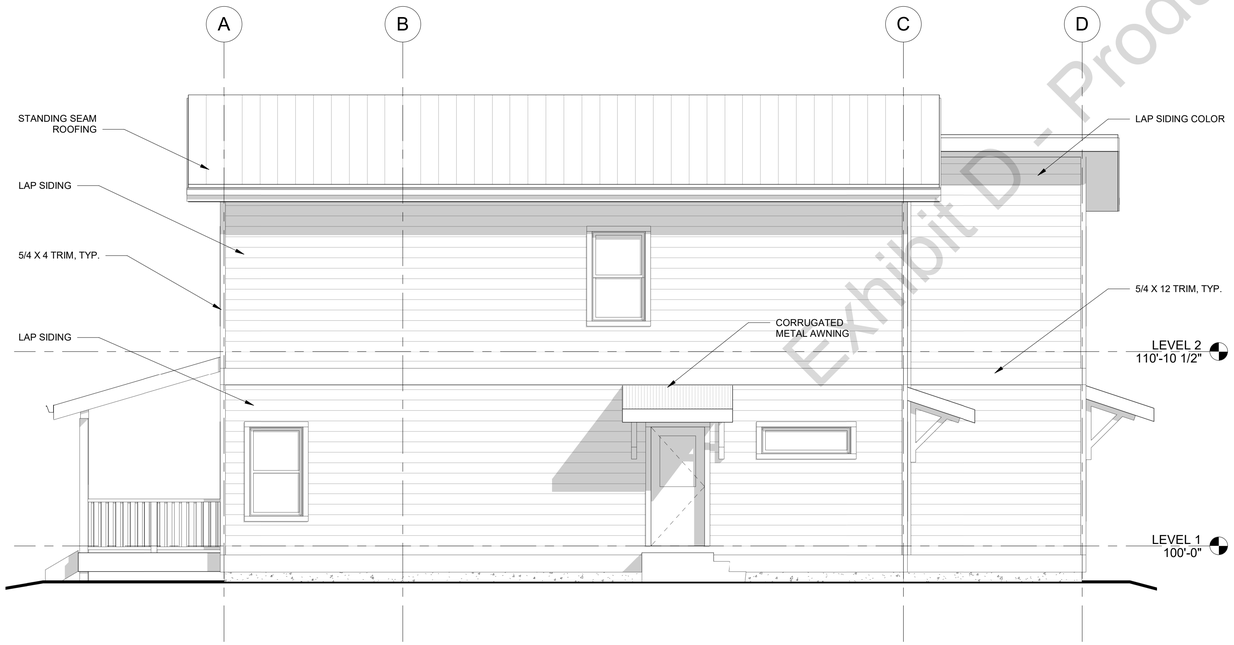
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



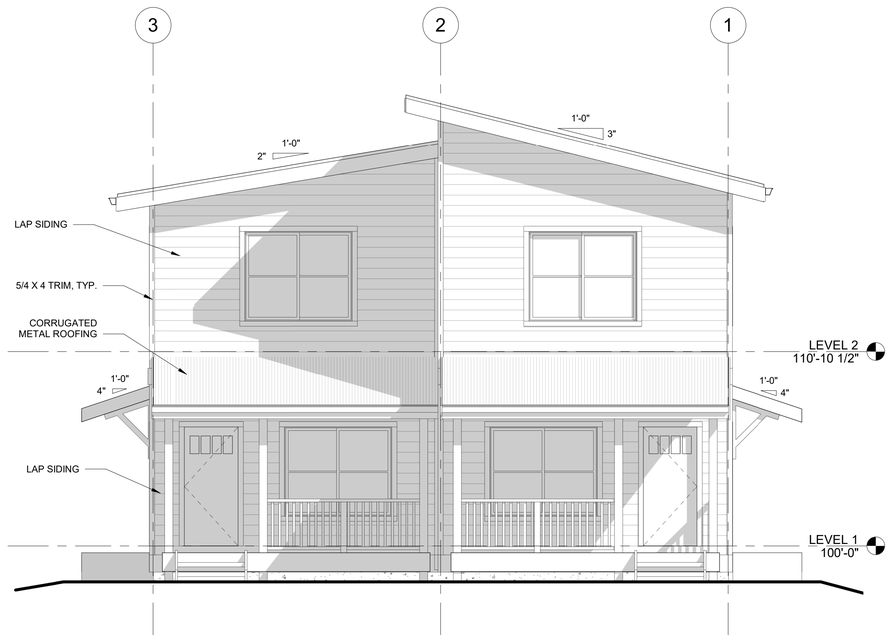
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit D - Product Specifications

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Cody Fitzsimmons, PM
cody.fitzsimmons@evstudio.com
303.670.7242 x26

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

THERMAL ENVELOPE BASIS

MINIMUM INSULATION VALUES BASED ON 2021 IECC R402.1.3 FOR **CLIMATE ZONE 7**
ROOF/CEILING : R-60
INSULATION MAY BE REDUCED TO R-49 IF 100% OF CEILING IS COVERED AND TOP PLATE OF EAVE IS COVERED
EXTERIOR WOOD FRAMED WALLS : R-20 + R-5
FLOORS : R-38
CRAWLSPACE : R-19 INSULATION OR R-15 CONTINUOUS INSULATION

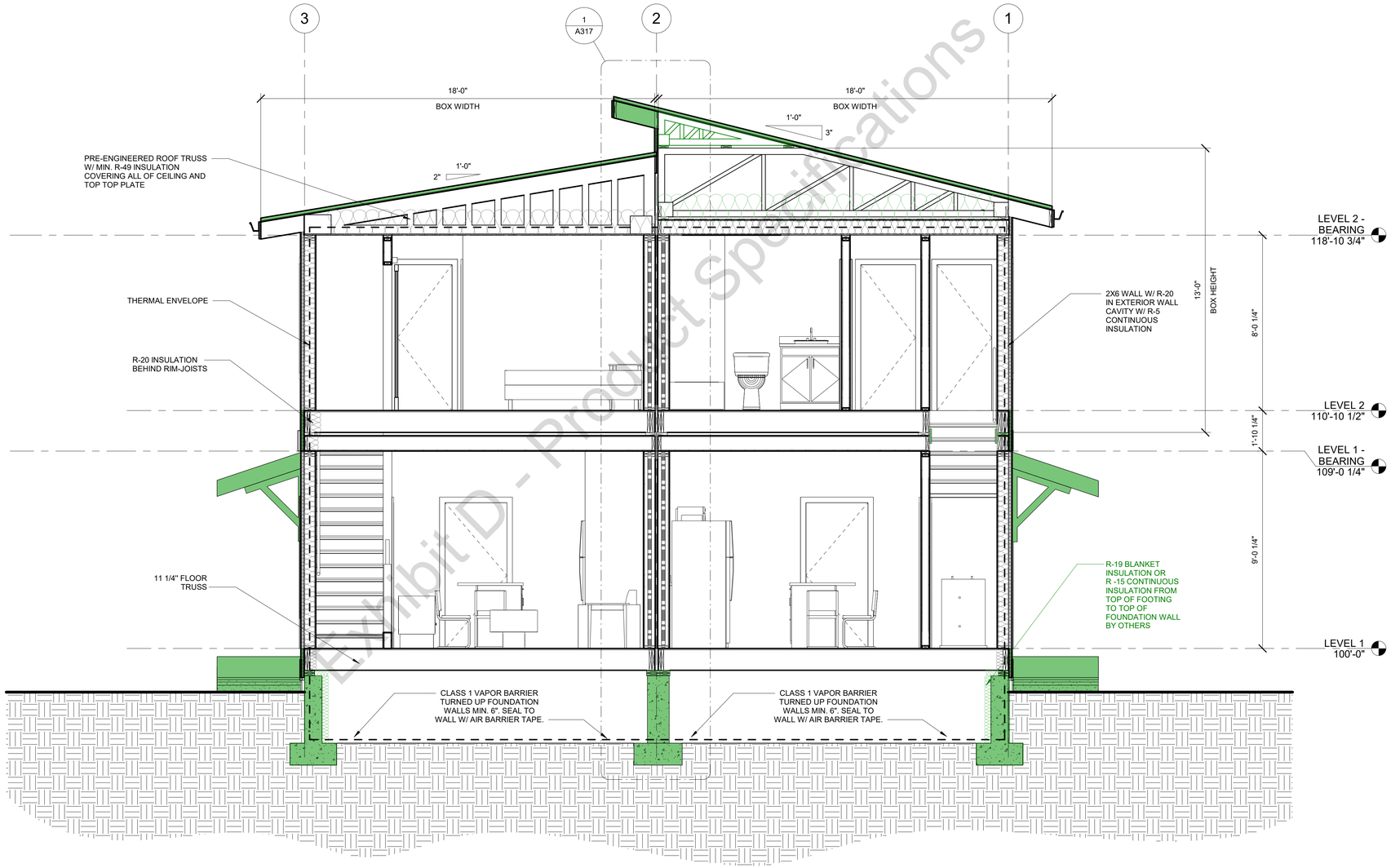
FENESTRATION U-FACTOR : 0.30
GLAZING SHGC : NOT REQUIRED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Cody Fitzsimmons, PM
cody.fitzsimmons@evstudio.com
303.670.7242 x26



2 BUILDING SECTION
3/8" = 1'-0"

Exhibit D - Product Specifications

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

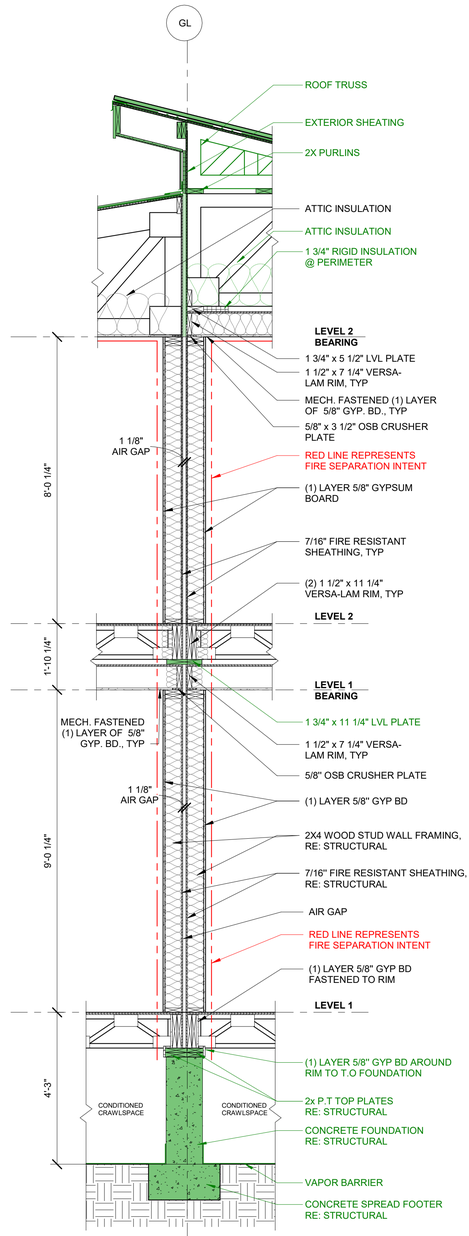
REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

BUILDING SECTION
A301

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Exhibit D - Product Specifications



WAll SECTION @ BOLT-ON MATE LINE (MOUNTAIN MODERN)

1 1/2" = 1'-0"

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Cody Fitzsimmons, PM
cody.fitzsimmons@evstudio.com
303.670.7242 x26

SAWTOOTH
SHAVANO DUPLEX
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

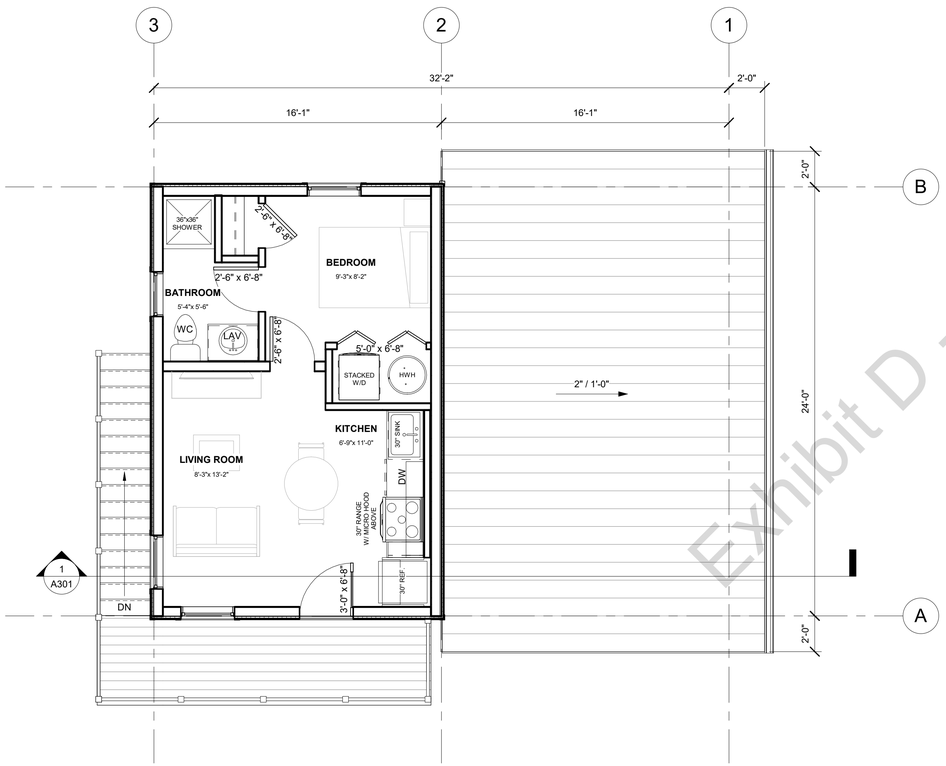
REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

WALL SECTION (MOUNTAIN MODERN)

A317

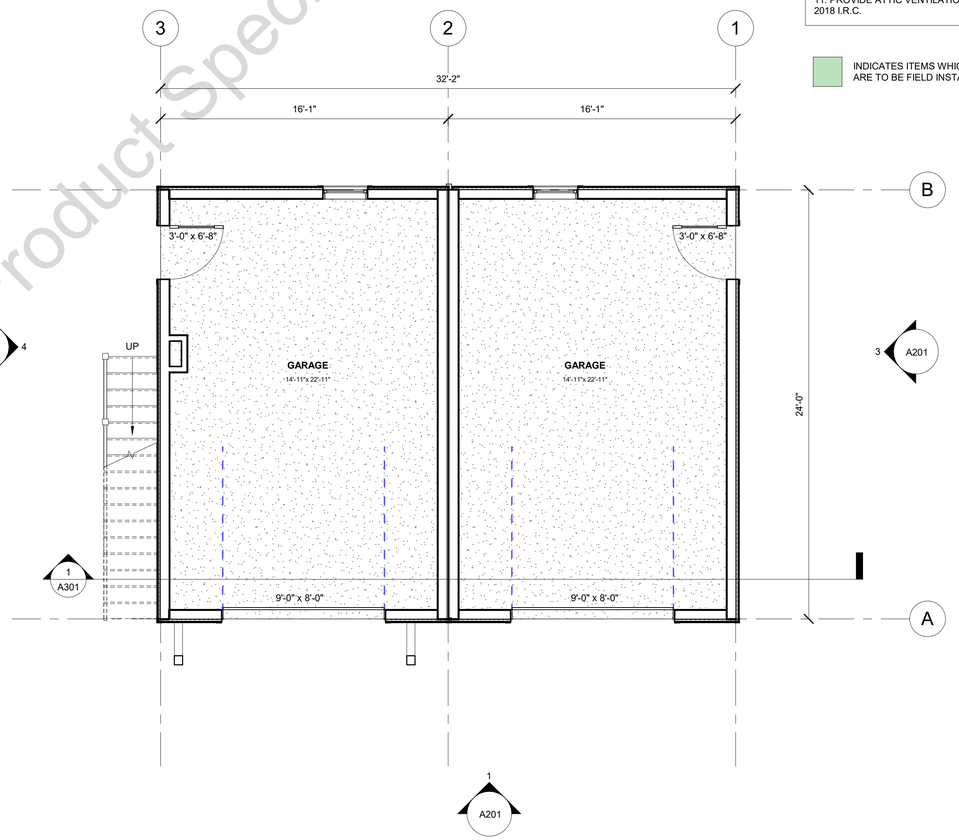
Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



2 LEVEL 2
1/4" = 1'-0"

AREA = 384 SQ FT.

SCALE: 1/4"=1'-0"



1 LEVEL 1
1/4" = 1'-0"

AREA = 384 SQ. FT PER GARAGE

SCALE: 1/4"=1'-0"

Exhibit D - Product Specifications

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X4 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE UL DETAILS ON A800 SERIES SHEETS FOR ADDITIONAL INFORMATION RELATED TO FIRE-RELATED ASSEMBLY REQUIREMENTS.

4. SEE BUILDING ELEVATIONS ON A201 SERIES SHEETS AND WALL SECTIONS ON A310 SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

5. SEE WALL SECTIONS ON A310 SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.

6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.

7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.

11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

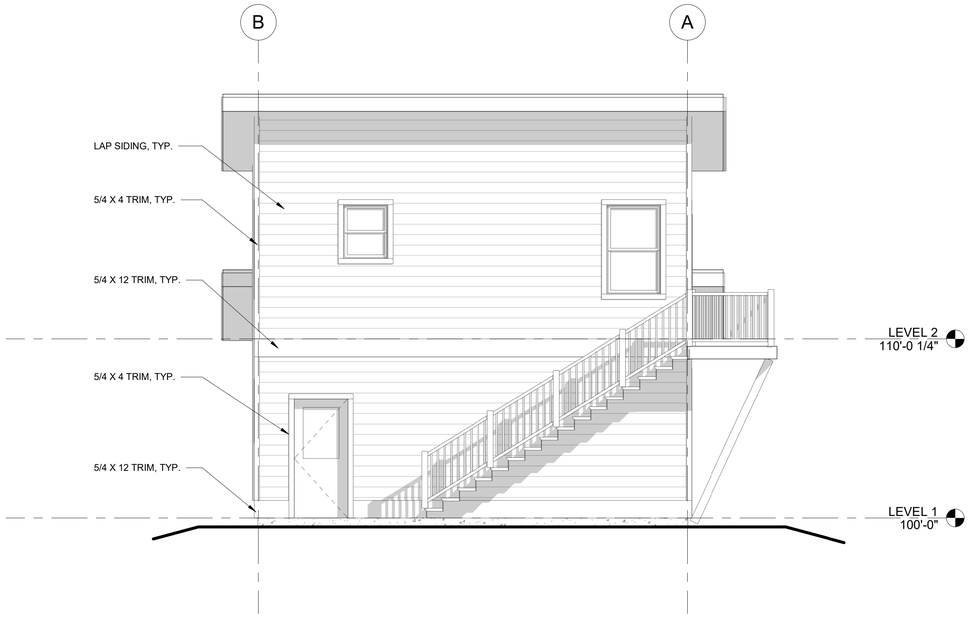
REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

SCHEMATIC FLOOR PLANS

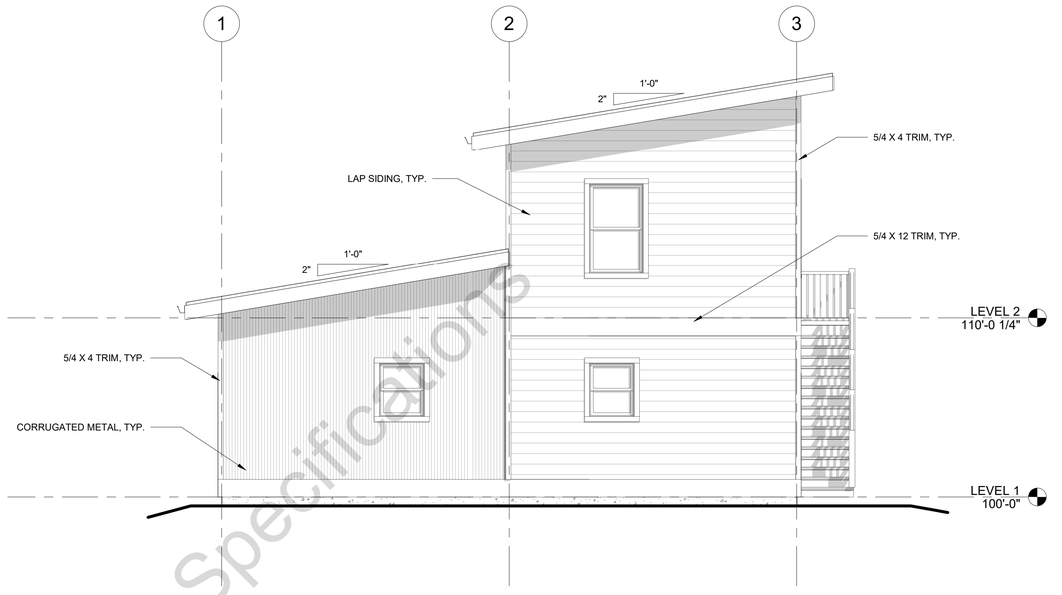
A101

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



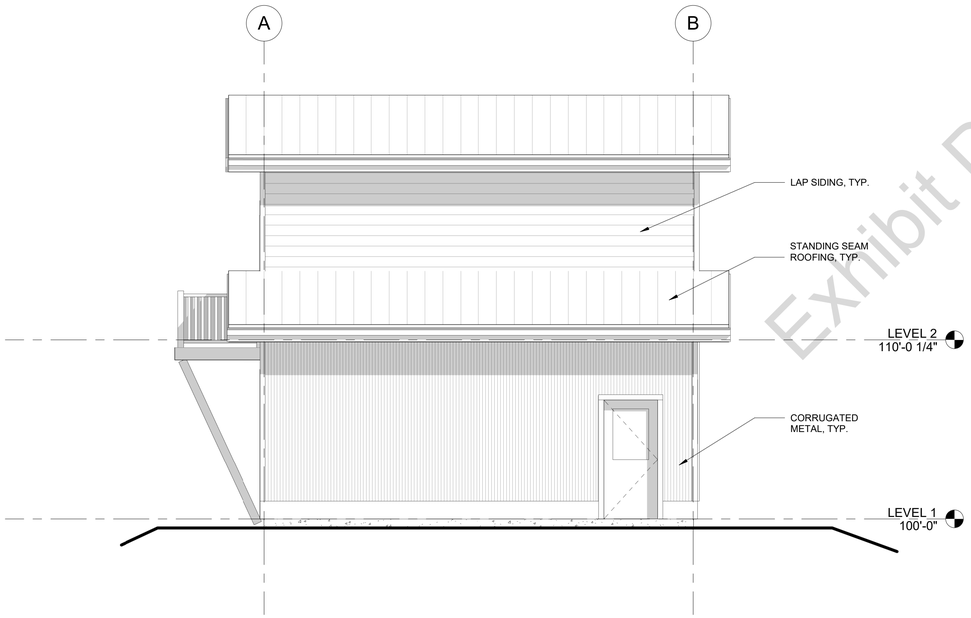
4 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



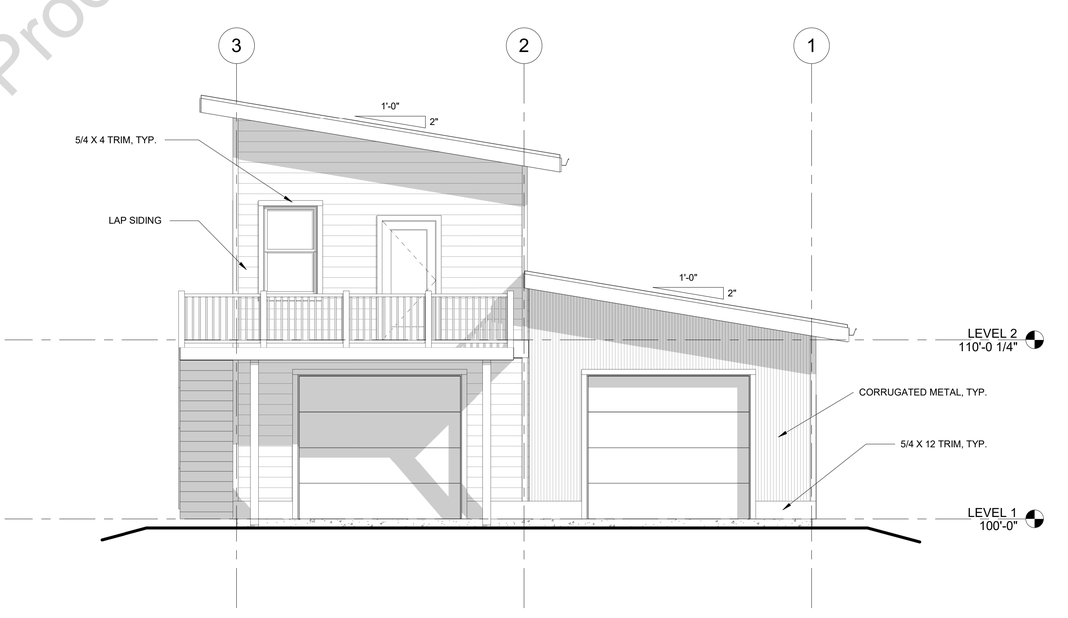
2 REAR ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

SCALE: 1/4"=1'-0"

Exhibit D - Product Specifications

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14

SAWTOOTH ADU W/ GARAGE

GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN	
DATE:	10/03/2022
DRAWN BY:	GN
CHECKED BY:	DD

SCHEMATIC ELEVATIONS

A201

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

THERMAL ENVELOPE BASIS

MINIMUM INSULATION VALUES BASED ON 2021 IECC R402.1.3 FOR **CLIMATE ZONE 7**

ROOF/CEILING : R-60
INSULATION MAY BE REDUCED TO R-49 IF 100% OF CEILING IS COVERED AND TOP PLATE OF EAVE IS COVERED
EXTERIOR WOOD FRAMED WALLS : R-20 + R-5
FLOORS : R-38
CRAWLSPACE : R-19 INSULATION OF R-15 CONTINUOUS INSULATION

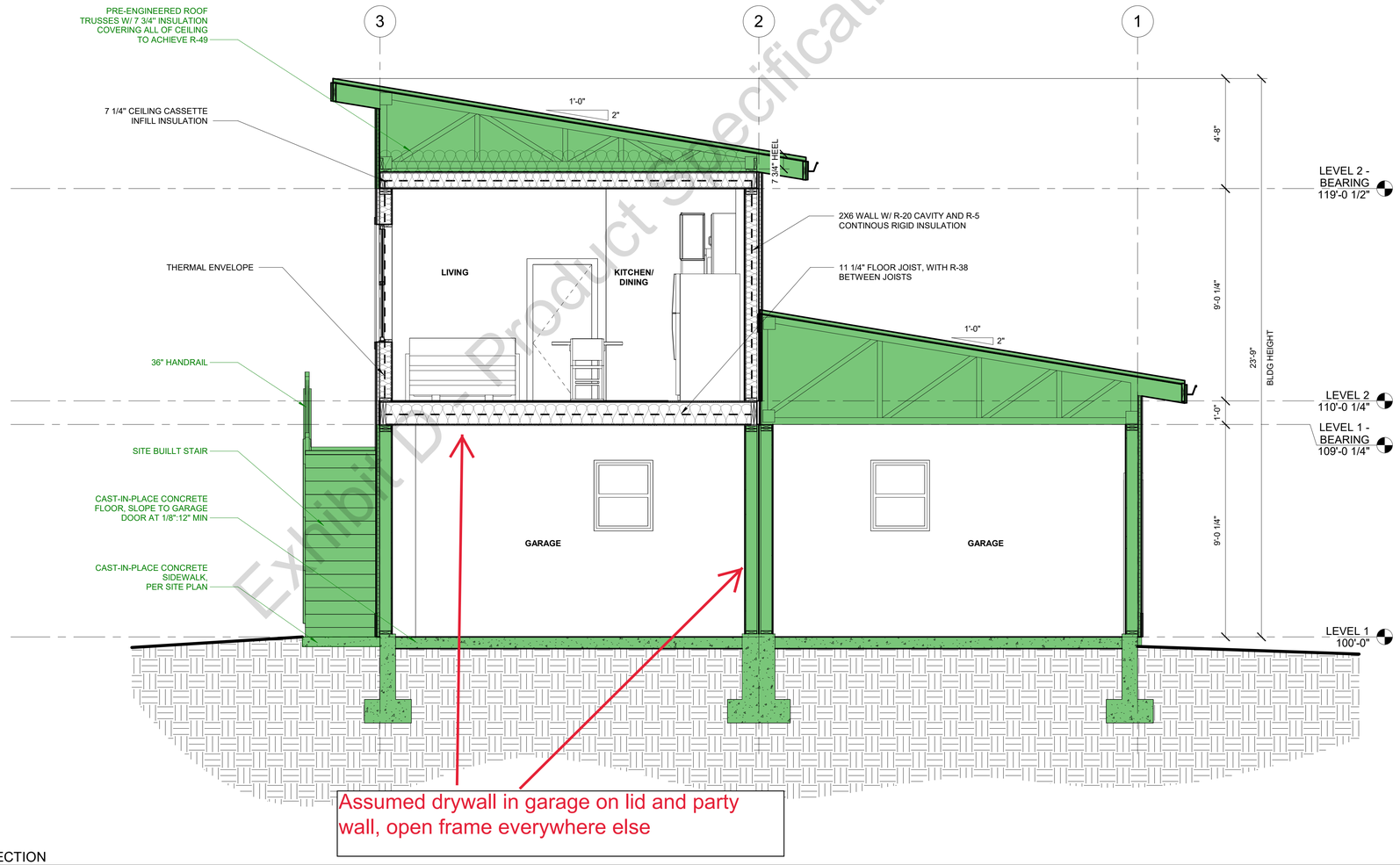
FENESTRATION U-FACTOR : 0.30
GLAZING SHGC : NOT REQUIRED

EVstudio
Denver, CO
Evergreen, CO
Meridian, ID

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

Contact:
Dean Dalvit, AIA
dean@evstudio.com
303-607-7242 x14



1 ADU SECTION
3/8" = 1'-0"

Exhibit D - Product Specifications

SAWTOOTH
ADU W/ GARAGE
GUNNISON, COLORADO

10_22011

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

COPYRIGHT 2022
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

SCHEMATIC DESIGN
DATE: 10/03/2022
DRAWN BY: GN
CHECKED BY: DD

BUILDING SECTION

A301

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

TO OWNER:
Gunnison County
200 E Virginia Ave
Gunnison, CO 81230

PROJECT: Sawtooth - Gunnison County

APPLICATION NO: 0

Distribution to:

X	OWNER
	ARCHITECT
X	CONTRACTOR
X	OWNER'S REP

PERIOD TO:

FROM CONTRACTOR:
Fading West Construction, LLC
PO Box 1878
Buena Vista, CO 81211

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: October 7, 2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	6,039,908.46
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	6,039,908.46
4. TOTAL COMPLETED TO DATE (Column G on G703)	$	237,696.00
5. LESS PREVIOUS CERTIFICATES FOR PAYMENT (from prior Certificate)	$	237,696.00
6. CURRENT PAYMENT DUE	$	0.00
7. BALANCE TO FINISH	$	5,802,212.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

OWNER'S REP CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner's Rep certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

OWNER'S REP:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Exhibit E - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 1

A	B	C	D	E	F	G	H	I
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED (NOT IN D OR E)**	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**%** (G ÷ C)	**BALANCE TO FINISH** (C - G)
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 2

A	B	C	D	E	F	G	H	I
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED (NOT IN D OR E)**	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**% (G ÷ C)**	**BALANCE TO FINISH (C - G)**
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 3

A	B	C	D	E	F	G	H	I
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED (NOT IN D OR E)**	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**% (G ÷ C)**	**BALANCE TO FINISH (C - G)**
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 4

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 5

A	B	C	D	E	F	G	H	I
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED (NOT IN D OR E)**	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**% (G ÷ C)**	**BALANCE TO FINISH (C - G)**
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: Lot 6

A	B	C	D	E	F	G	H	I
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED (NOT IN D OR E)**	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**%** (G ÷ C)	**BALANCE TO FINISH** (C - G)
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**				
1	Factory Modulars	$ 396,160.00	$ 39,616.00			$39,616.00	10.00%	$356,544.00
2	Permit Fees & Design	$ 54,732.78				$0.00		$54,732.78
3	General Conditions	$ 9,594.68				$0.00		$9,594.68
4	Foundation & Utilities	$ 70,439.80				$0.00		$70,439.80
5	Modular Transportation	$ 11,644.72				$0.00		$11,644.72
6	Sill Plate & Pony Wall	$ 2,472.50				$0.00		$2,472.50
7	Set & Structural Connect	$ 33,752.50				$0.00		$33,752.50
8	Exterior Finish	$ 36,949.50				$0.00		$36,949.50
9	Concrete Flatwork	$ 20,412.50				$0.00		$20,412.50
10	Roofing	$ 18,515.00				$0.00		$18,515.00
11	Electrical Connect	$ 6,325.00				$0.00		$6,325.00
12	Plumbing Connect	$ 22,597.50				$0.00		$22,597.50
13	Fire Suppression	$ 17,250.00				$0.00		$17,250.00
14	Mechanical Connect	$ 38,093.75				$0.00		$38,093.75
15	Insulation	$ 6,399.75				$0.00		$6,399.75
16	Interior Finish	$ 16,135.65				$0.00		$16,135.65
17	Appliance (Allowance)	$ 10,350.00				$0.00		$10,350.00
18	Garage	$ 94,580.35				$0.00		$94,580.35
19	Porch / Awning / Deck	$ 48,127.50				$0.00		$48,127.50
20	Driveway (Allowance)	$ 5,175.00				$0.00		$5,175.00
21	Landscape (Allowance)	$ 17,537.50				$0.00		$17,537.50
22	Warranty	$ 2,816.00				$0.00		$2,816.00
23	Punch	$ 4,857.60				$0.00		$4,857.60
24	Fading West Professional Services Fee 3%	$ 26,126.81				$0.00		$26,126.81
25	5% Contigency (Allowance)	$ 23,736.68				$0.00		$23,736.68
26	2.5% Winter Contigency Rate (Allowance)	$ 11,868.34				$0.00		$11,868.34
	GRAND TOTALS	**$ 1,006,651.41**	**$39,616.00**	**$0.00**	**$0.00**	**$39,616.00**	**3.94%**	**$967,035.41**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Exhibit F - G702-G703

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Fading West Construction, LLC's Builders Warranty and Building Standards for Your New Home

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Table of Contents

Workmanship, Materials and Systems Warranty Confirmation	**3**
Express Limited Major Structural Defect Warranty Confirmation	**4**
Homeowners Seasonal Check off List	**5**
Warranty Introduction	**7**
Warranty Service Procedures	**9**
Limited Warranty	**11**
Workmanship, Materials and Systems Warranty Construction Performance Standards	**20**
Express Limited Major Structural Defect Warranty Performance Standards	**57**

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

WARRANTY CONFIRMATION

The Warranty Confirmation(s), any Warranty Amendment(s), Your Warranty Coverage Application and the Warranty Document form Your entire warranty contract. Please read these documents carefully and completely to understand the benefits, exclusions and limitations of the express limited warranty.

Workmanship/Materials & Systems Warranty

Warranty Number:	*[1234567WK]*
Homeowner:	*[John & Mary Smith] [123 Any Street]*
Property Address Covered by the Warranty:	*[Any City, State 00000]*
Warranty Start Date:	*[June 1, xxxx]*
Warranty Expiration Date(s):	*Workmanship/Materials & Systems Warranty* *[June 1, xxxx]*
Closing Contract Price of Home:	*[$XXX,XXX]*
Builder:	Fading West Construction, LLC 301 E. Main Street Buena Vista, CO 81211

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Congratulations on your new home!

Becoming a homeowner is exciting but can be overwhelming. The checklist below is a basic list of some seasonal maintenance tasks to be performed at your residence, to assist in keeping your house functioning optimally. This is not an inclusive list, as there are additional tasks that can be performed monthly, quarterly and yearly. It is the owners responsibility to perform daily, monthly, and yearly maintenance on their home. Please refer to your “Homeowners Maintenance Manual”.

Winter:

- Change HVAC filter
- Apply pest control
- Adjust sprinkler system for the season
- Ensure site/yard drains are clear/unblocked
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking in kitchen, bathrooms and laundry room, and recaulk as needed
- Inspect shower and tub caulking and re-caulk as needed
- Test alarm system
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations

Spring (Spring Cleaning):

- Change HVAC filter
- Check smoke and carbon monoxide detectors
- Clean aerators on faucets and shower heads
- Clean fins on outside AC condensing unit
- Clean fireplace and chimney
- Have carpet cleaned
- Inspect air conditioning for proper operation
- Inspect backsplash caulking in kitchen, bathrooms and laundry room, and recaulk as needed
- Inspect ceramic tile and countertops and reseal as needed
- Ensure exterior caulking is performed where needed
- Inspect shower and tub caulking and re-caulk as needed
- Lubricate door hinges with silicone spray
- Lubricate rollers and guides on garage doors and openers
- Start up and inspect valves and spray heads for leaks, broken parts and clogs
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Clean dryer vent
- Inspect Roof for leaks
- Inspect exterior for any damage or wear in need of repair
- Clean out rain gutters

Summer:

- Adjust sprinkler system settings for season
- Apply pest control
- Change HVAC filter
- Check drainage swales for proper rain water flow
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking and re-caulk as needed
- Inspect weather-stripping on all doors

Exhibit F - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

- Monitor secondary A/C condenser
- Test GFCI receptacles
- Clean cabinets over manufacturer recommendations
- Water heater maintenance per manufacturer recommendations

Fall:

- Weatherproof home, caulk windows, gabs and repair stucco cracks
- Change HVAC filter
- Check smoke and carbon monoxide detectors
- Clean gutters and downspouts
- Inspect furnace for proper operation
- Inspect shower and tub caulking and re-caulk as needed
- Inspect dryer vent and clean out any lint and debris
- Monitor secondary A/C condenser
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Repaint, recaulk home every 4 years

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Fading West Construction, LLC

Warranty Introduction

Fading West Construction Limited Warranty

Fading West Constructions Limited Warranty covers your home against construction defects as detailed in Fading West Construction, LLC Standards of Performance for (1) ONE YEAR from the date title was first transferred by FWC (the “Warranty Start Date”).

The Warranty Period consists of a Customer Care Program. The Customer Care Program covers the first year of ownership. Under the Customer Care Program FWC provides (2) automatically scheduled Customer Care Appointments as well as several courtesy repairs. The warranty items covered (including courtesy repairs) during The Customer Care Program are detailed in The Standards of Performance.

The Fading West Construction, LLC Limited Warranty is fully transferable to subsequent purchasers. Upon execution of a transfer form by a subsequent owner, the Limited Warranty remains in force on the home for the balance of the Warranty Period. Please contact the Fading West Construction for a Warranty Transfer Form.

When you wrote your Purchase Agreement, you received Exhibit B of the purchase describing the Limited Warranty, and signed a form acknowledging your receipt and agreement to read the Limited Warranty in full prior to closing on your home. If you have any questions The Limited Warranty before closing, please contact your Sales Counselor.

We suggest that you review The Standards of Performance, as well as the service procedures included in this section, before submitting a claim under the Limited Warranty.

Standards of Performance

The Fading West Construction, LLC Standards of Performance detail the tolerances of workmanship and materials within which your home should perform. They are designed to help you, the Homeowner, FWC and any Arbitrator assigned to rule on the presence of a Construction Defect, determine the validity of any request for warranty performance made under the Limited Warranty. Please note that some of these standards specifically relate to FWC’s Courtesy Repairs and not to the standards relative to the Limited Warranty.

It would not be possible to list every component of your home in these standards so only the most frequent items, which concern new Homeowners, are addressed in these Standards of Performance.

The Residential Performance Guidelines published by the National Association of Home Builders shall apply to any items not covered by these guidelines.

To the extent that neither document contains a standard for a given item in your home, Section III (Our Coverage Obligation) of the Limited Warranty describes other factors that will be considered in determining our coverage obligation.

For convenience and ease of understanding, the Standards of Performance have been expressed in terms of performance standards, which set forth the acceptable tolerances for each area of concern. Items that do not comply with The Standards of Performance should be brought to Fading West Construction, LLC attention for inspection. If FWC makes the determination that the item is a construction defect, it will be handled in accordance with the terms of the Limited Warranty.

Homeowner Maintenance

The Homeowners(s) and/or The Homeowners Association (exterior items in certain communities) are responsible for proper home

Exhibit F - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

maintenance. This includes being aware of and applying the recommended procedures and products for maintaining all components of your home. For your convenience, FWC has provided maintenance suggestions in our Standards of Performance. If you need additional information on maintaining a product, please refer to the manufacturer's maintenance recommendations for that product.

Under the terms of the Limited Warranty, neglect of normal maintenance items may deprive you or your successor of warranty coverage on the item(s) involved. Damage to the home which is a result of Homeowner(s) or Homeowners Association negligence, abuse, misuse, or inaction must be repaired by the Homeowner(s) and/or Homeowners Association at their expense. During the Limited Warranty Period, Fading West Construction, LLC will not repair items that are the responsibility of the Homeowner or Homeowners Association to maintain. Please review The Standards of Performance before submitting a request for service.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Fading West Construction, LLC

Warranty Service Procedures

FWC Customer Care (The first year of the Limited Warranty)

As a convenience to you, our valued customer, and to provide you with prompt professional customer service, during The Customer Care (the first year of the Limited Warranty Period), Fading West Construction will automatically contact you to schedule the following two (2) Customer Care Appointments. These appointments are designed to ensure the quality of your new home. We suggest that to prepare for your (2) appointments, you should maintain a list of items that you find in your home that you want FWC to review. This will allow you to be better prepared to discuss them during one of the two (2) scheduled Customer Care Appointments.

Customer Care Appointments:

Initial Customer Care Appointment - In order for our service program to operate at maximum efficiency, as well as for your own convenience, you will be contacted within Thirty - Days of your closing to schedule a customer care appointment to review any items in your home that you feel should be repaired. This 30 - day period allows you sufficient time to become settled in your new home and thoroughly examine all components.

Year End Customer Care Appointment - Near the end of the Eleventh Month after your Warranty Commencement Date, you will be contacted to schedule your Year End Customer Care Appointment. During this appointment, we will review any outstanding warranty issues you may have with your new home. .

Routine Warranty Requests - If you wish to initiate non-emergency warranty requests between the Initial and Year - End appointments or at any time during the Limited Warranty Period, you are welcome to do so by contacting the Fading West Construction. Any service requests received during the Limited Warranty Period will be performed pursuant to the terms, conditions and limitations of the Limited Warranty.

Following the Customer Care Program, FWC is willing to review requests for service and repair the item(s) that are determined to be construction defects as outlined in FWC Standard of Performance. FWC will not review or repair items that are the responsibility of the Homeowner or Homeowners association to maintain.

To Request Warranty Service

For purposes of accuracy all Warranty Requests are to be submitted in writing. Please Submit all requests for warranty or information to the Customer Care Department via our Home Page at www.XXXXXXXX.com .

1. Appointments are available Monday through Friday; 8:00 a.m. to 4:00 p.m. Fading West Construction, LLC does require that at least one of the property owners be present for every service inspection.
2. The items listed in your written request will be inspected to determine appropriate action.
3. If FWC Trade Partners are required to complete repairs, we will notify the appropriate companies and schedule the necessary repairs.

Completion of Warranty Requests can be expected within thirty (45) calendar days of the inspection, unless you are otherwise notified. All requests under the Limited Warranty will follow the process and time periods set forth therein.

Emergency Conditions and How to Request Emergency Warranty Service
An emergency condition is an event or situation that creates an imminent threat of damage to your home or creates an unsafe living condition. While many such situations will not be the responsibility of Fading West Construction, LLC, FWC should be immediately

Exhibit F - FWC Builder's Warranty & Mobile 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

contacted during an emergency situation so that a preliminary determination can be made as to whether the problem should be handled by FWC, handled by you with reimbursement by FWC, or handled by you at your own expense.

Some examples of emergencies include:

Water intrusion – Fading West Construction, LLC is to be notified of any incidents of water intrusion

Total loss of heat when the outside temperature is below 45 degrees

Total loss of electricity. (To make sure there is no widespread power outage, please contact your utility company prior to reporting the condition to FWC.);

Plumbing leak that requires the entire water supply to be shut off;

Total loss of water. (Again, check with your water department to be certain there is not a widespread service interruption.)

Courtesy Repairs

Throughout your first year in your home, there are areas of your home that may experience minor weathering and settlement, which may not constitute construction defects, as defined in the Limited Warranty. These areas may include drywall. While these items might otherwise be the responsibility of the homeowner as maintenance items, as an accommodation to our homebuyers, FWC will evaluate these items outside of the scope of coverage of the Limited Warranty, and as a Courtesy will repair these items **One Time** during your first year of homeownership based upon the specific references in the Standards of Performance. Since these items will only be considered one time, we suggest that you hold these items for the Year End appointment discussed on the previous page.

Consumer Appliance Warranties

The manufacturers of your kitchen and other appliances will work directly with you if any repairs are needed for these products. Manufacturers' Customer Service Telephone numbers are listed in the use and care of materials for the individual appliances provided to you. When you place a service request with the manufacturer, please be prepared to provide the model and serial number of the item and the closing date on your home. Appliance warranties are generally for one year; refer to the literature provided by the specific manufacturer involved for complete information. By Federal law, appliances and/or "consumer products" are excluded from the Limited Warranty, unless they constitute a construction defect. To ensure proper coverage by the manufacturer of the consumer product, please fill out all warranty registration cards and return them to the manufacturer.

It is highly recommended to register your appliances as soon as documents are received. If your product is not registered, the manufacturer will not service your appliances.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Extended Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Fading West Construction ,LLC

LIMITED WARRANTY

Throughout the FWC Limited Warranty, referred to hereinafter as the “Limited Warranty”, the words “You” and “Your” refer to the Homeowner and/or Homeowners Association. The words “We”, “Us”, “Our(s)”, and “FWC” refer to Fading West Construction, LLC. Refer to the Section X. Definitions, so that You will understand the terminology applicable to this Limited Warranty.

This Limited Warranty establishes an agreed method for determining when a construction defect exists and a clear understanding of Our responsibilities for remedying any such construction defect. This Limited Warranty also helps distinguish a construction defect that is Our responsibility from those minor imperfections that can reasonably be expected in a home or the common elements or result from normal wear and tear or are routine Homeowner or Homeowners Association maintenance responsibilities.

This Limited Warranty contains the procedures You must use to notify Us of a condition in your home or the common elements, which You believe may constitute a construction defect. In the event a condition occurs in the home or the common elements that You believe may constitute a construction defect, You agree to submit any request for warranty performance under this Limited Warranty. Based on the information You provide, and where We deem it necessary information obtained from an onsite inspection/or testing of the home or the common elements, We will determine whether We agree with You that the condition constitutes a construction defect. If We determine that the condition reported by You is a construction defect, We will remedy the condition in accordance with the remedies prescribed in this Limited Warranty. We will make this determination in accordance with Section III. Our Coverage Obligations, contained in this Limited Warranty.

If We determine that a condition does not constitute a construction defect that is Our responsibility and therefore deny Your request for warranty performance, You have the right to initiate binding arbitration that will irrevocably determine whether the condition constitutes a construction defect that is Our responsibility. If this binding arbitration determines that the condition does constitute a construction defect that is Our responsibility, We will resolve the problem in accordance with the remedies prescribed in this Limited Warranty. The Arbitrator will decide based on the language contained in Section III, Our Coverage Obligations.

This Limited Warranty is the only express warranty given by Us to You. Any express warranties other than this limited warranty, including any oral or written statement or representation made by Us or any other person that is contrary to or inconsistent with the terms of this Limited Warranty are hereby disclaimed by Us and waived by You. This is a Limited Warranty and, as such, its coverage is restricted by its express terms, conditions, and exclusions. It does not affect any substantive rights or remedies You or We may have under Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq. or applicable law, and nothing in this Limited Warranty is intended to constitute a waiver of, or limitation on, the legal rights, remedies or damages provided to You or Us by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq. or the Colorado Consumer Protection Act, Article 1, Title 6, C.R.S., as described in the Construction Defect Action Reform Act, or on the ability to enforce such legal rights, remedies, or damages within the time allowed by applicable statute of limitations or repose, but this Limited Warranty does include an election by You and Us to resolve all claims, disputes and controversies, of whatever kind or nature, by binding arbitration as stated in the preceding paragraph. If any provision of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited Warranty or such provisions as to any other Homeowner Association or any other Homeowner. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this Limited Warranty.

Exhibit FWC Builder's Warranty & Mandatory Year Structural Coverage

I. Coverage Limit

The final purchase price of the home (as stated in the Warranty Confirmation) is Our limit of liability. It is the most We will pay or expend for all covered construction defects regardless of the number of requests for warranty performance made against this Limited Warranty. Once Our limit of liability has been paid, no further requests for warranty performance can be made against this

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

II. Warranty Coverage

Coverage under this Limited Warranty is expressly limited to construction defects which may occur during the Limited Warranty Period and are reported by You in accordance with the notification requirements of Section VII, Procedure to Request Us To Perform Under this Limited Warranty. During the Limited Warranty Period, We warrant the home and the common elements will be free of construction defects. To be eligible for coverage We must receive written notice from You of the alleged construction defect as soon as it is reasonably possible after You have become aware or should have become aware of a construction defect but in no event later than thirty (30) days after the expiration of the coverage.

III. OUR Coverage Obligations

All notices of alleged construction defects and complaints under this Limited Warranty must be made by You in writing. Telephone or face-to-face discussions will not protect Your rights under this Limited Warranty (see Section VII, Procedure to Request US To Perform Under This Limited Warranty).

In the event You allege a construction defect occurs during the Warranty Period, upon receiving written notice from You, We, or a third party designated by Us or acting on Our behalf, will inspect, investigate and/or test (including destructive testing) the alleged defect to determine if a construction defect exists. Upon confirmation of a construction defect, We, or a third party designated by Us or acting on Our behalf, will (1) repair or replace the construction defect, (2) pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Ours or Our authorized representative's sole option.

We will have been considered to have breached this Limited Warranty only if We fail to correct a construction defect in accordance with the terms and conditions of this Limited Warranty.

A. Standards by which the presence of a construction defect will be determined In the event You believe that a flaw or imperfection in the home or the common elements constitutes a construction defect, the following factors will be considered by Us in determining whether the condition constitutes a construction defect. Should either You or We elect to initiate binding arbitration, these factors will be considered by the Arbitrator in rendering a decision:

1. Any performance standards or guidelines or other documents or manuals that contain Our building standards, that were provided to You at or prior to closing on the home, or in the case of the Homeowners Association, prior to transferring title to the common elements. Absent such standards, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of closing on the home, or in the case of the Homeowners Association, at the time of transferring title to the common elements shall apply. Absent a specific standard in the documents identified above, normal and accepted building practices and standards in use in the region of the country in which the home or the common elements are located shall apply;

2. Consideration as to whether the magnitude of the flaw or imperfection:

    a. materially affects the structural integrity of the home or common elements; or

    b. has an obvious and material negative impact on the appearance of the home or common elements; or

    c. jeopardizes the life or safety of the occupants; or

    d. results in the inability of the home or the applicable common elements to provide the functions that can reasonably be expected in such a home or common element.

3. Consideration as to whether a condition is the result of normal wear and tear (conditions that are normal wear and tear, or

Exhibit F - FWC Builders Warranty & Premier 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

are caused by normal wear and tear are not construction defects);

4. Consideration as to whether the condition was caused by, or in any way resulted from the failure of the Homeowner or Homeowners Association to perform normal or routine maintenance (any condition that is determined to be their maintenance issue, or any condition that results from improper or inadequate Homeowner or Homeowner Association maintenance, is not a construction defect);

5. Consideration as to whether the condition was caused by the Homeowner or Homeowners Association or their representatives, other than Us, after the Homeowner took possession of the home or the common elements (We and You conducted a walkthrough inspection just prior to closing on the home. Damage that was caused by You or Your representatives is not a construction defect, for example, a large, visible scratches on flooring in the entry foyer that was not noted at the final walkthrough inspection, but was reported after furniture was moved into the home, will not be considered a construction defect);

6. Recognition that any condition resulting directly or indirectly from or made worse by changes, additions, alterations or other actions by the Homeowner or Homeowners Association or Their agents, other than Us, will not be considered a construction defect (this includes changes to the topography, drainage or grade of the property);

7. Any Exclusion contained in this Limited Warranty.

IV. Homeowner Maintenance Obligations

Every home requires periodic maintenance to prevent premature deterioration, water intrusion and to ensure adequate performance of the systems. maintenance of the home and the common elements is Your responsibility. You must understand and perform the maintenance that the home and common elements required. As stated in other sections of this Limited Warranty, We are not responsible for the home and common elements maintenance issues or for damage that results from Your failure to maintain the home or the common elements.

V. Coverage Limitations

When We or a third party designated by Us or acting on Our behalf, repair or replace a construction defect, the repair or replacement will include the repair or replacement of only those surfaces, finishes and coverings that were damaged by the construction defect that were part of the home or the common elements when title was first transferred by Us. Surfaces, finishes and coverings that require repair or replacement in order for Us or a third party designated by Us to repair or replace construction defects will be repaired or replaced. The extent of the repair and replacement of these surfaces finishes, or coverings will be to approximately the same condition they were in prior to the construction defect, but not necessarily to a new condition.

When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to factors such as fading, aging and unavailability of the same materials.

In the case where a construction defect exists and the home is rendered uninhabitable, the repair of the construction defect shall include the reasonable cost of the Homeowners alternative shelter until the home is made habitable. If Homeowner must vacate the home during a repair, FWC reserves the right to approve the costs for alternative housing and will not be responsible for any unapproved costs or costs that are deemed by FWC to be excessive. In all cases, the maximum amount We will reimburse You for vacating the home is $150.00 per day.

VI. Exclusions

A. This Limited Warranty does not cover:

1. Any construction defects or other damages resulting, either directly or indirectly, from the following causes or occurring

Exhibit 1 - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

in the following situations:

a. Fire;

b. Lightning;

c. Explosion;

d. Riot and Civil Commotion;

e. Smoke;

f. Hail;

g. Aircraft;

h. Falling Objects;

i. Vehicles;

j. Floods;

k. Earthquake;

l. Landslide or mudslide originating on property other than the site of the home or the common elements or property developed by Us;

m. Mine subsidence or sinkholes;

n. Changes in the underground water table not reasonably foreseeable by Us;

o. Volcanic eruption; explosion or effusion;

p. Wind including:
(i). Gale force winds; winds that exceed 54 MPH
(ii). Hurricanes;
(iii). Tropical storms;
(iv). Tornadoes;

q. Insects, animals or vermin;

r. Changes of the grading of the ground by anyone other than Us or Our agents, or subcontractors, which results in surface drainage towards the home or other improper drainage or permits water to pond or become trapped in localized areas against the foundation or otherwise;

s. Changes, additions, or alterations made to the home or the common elements by anyone after the Warranty Period begins, except those made or authorized by Us. Any approvals by Us must be in writing, verbal authorizations will not be honored;

t. Any defect in material or workmanship supplied or performed by anyone other than Us, Our agents, or subcontractors;

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

u. Improper maintenance, negligence or improper use of the home or the common elements by You or anyone else that results in rot, dry rot, moisture, rust, mildew or any other damage;

v. Dampness or condensation due to Your failure to maintain adequate ventilation

w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings, which exceeds the load bearing design of the home or the common elements;

x. Normal wear and tear or normal deterioration of materials

y. Economic damages due to the home's or the common elements failure to meet consumer expectations.

2. Any costs arising from, or any construction resulting from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. We will not cover costs or expenses arising from the uninhabitability of the home or the common elements or health risk due to the proximity of pollutants. We will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants;

3. Any costs arising from, or any construction defect resulting from the effects of electromagnetic fields (EMF's) or radiation;

4. Any damage to personal property that does not result from a construction defect;

5. Any "CONSEQUENTIAL OR INCIDENTAL DAMAGES";

6. Any damage to Consumer Products;

7. Any construction defect which You have not taken timely and reasonable steps to protect and minimize damage after We or Our authorized representative have provided You with authorization to prevent further damage;

8. Any damage to the extent it is incurred after or as a result of Your failure to notify Us in a reasonable timely manner after You have become aware or should have become aware of the construction defect or condition causing such damage;

9. Any costs or obligations paid or incurred by You in violation of Section VII. C. Below;

10. Any non-conformity with local building codes, regulations or requirements that has not resulted in a construction defect. While We acknowledge Our responsibility to build in accordance with applicable building codes, this Limited Warranty does not cover building code violations in the absence of a construction defect.

11. Any deviation from plans and specifications that has not resulted in a construction defect.

12. Any subrogation costs associated with repairs performed by buyer's insurance company when such repairs were not approved by Us.

13. Any item listed on a third party inspection that is not a construction defect. While third party inspections are allowed, the company or individual performing the inspection must supply Us with a current Certificate of Insurance prior to performing an inspection on a home.

14. Homes that were foreclosed on and then resold by the foreclosing agency or at a public auction.

B. Our Limited Warranty does not cover any construction defect, which would not have occurred in the absence of one, or more of the excluded events or conditions listed in Exclusions, Section VI. A.1 a. – A.1.q., A.2. or A.3. Above, regardless of:

1. The cause of the excluded event or condition; or

Exhibit F – FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

2. Other causes of the loss or damage; or

3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

VII. Procedure to Request US to Perform Under This Limited Warranty

If You become aware of a condition that You believe is a construction defect under this Limited Warranty, You have the following responsibilities:

A. Notification

You must notify Us in writing as soon as it is reasonably possible, after You have become aware or should have become aware of a construction defect, but in no event may Your written notice of a construction defect or Your written request for warranty performance be postmarked or received by Us later than thirty (30) days after this Limited Warranty has expired.

If the written notice is postmarked or received by Us more than thirty (30) days after the expiration of this Limited Warranty, We shall have no obligation to remedy the construction defect. In order to establish a record of timely notification, written notice should always be sent by Certified Mail, return receipt requested.

B. Cooperate With Us

You must give Us and any third parties acting on Our behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged construction defect. Help includes, but is not limited to, granting reasonable access to the home or common elements for the forgoing purposes. If You fail to provide such reasonable access to the home or common elements, We will have no obligation to do any of the foregoing.

C. Do Not Make Voluntary Payments

You agree not to make any voluntary payments or assume any obligation or incur any expenses for the remedy of a condition You believe is a construction defect without prior written approval from Us, or other parties authorized to act on Our behalf. We will not reimburse You for costs incurred when You did not obtain prior written approval.

However, You may incur reasonable expenses in making repairs in an emergency condition without prior written approval, provided the repairs are solely for the protection of the home or common elements from further damage or to prevent an unsafe living condition and provided You notify Us as soon as is reasonably possible. To obtain reimbursement for repairs made during an emergency condition, You must provide Us with an accurate written record of the repair costs.

D. Sign a Release

When We or a third party designated by Us or acting on Our behalf have completed repairing, replacing or paying You as to any construction defects or other related damage to the home or common elements covered by this Limited Warranty, You must sign a full release of Our obligation for the construction defects. The release shall be applicable to the construction defect and shall not prevent You from notifying Us should You become aware of a subsequent construction defect.

E. If You Disagree With Us

If You believe We have not responded to Your request for warranty performance to Your satisfaction or in a manner that You believe this Limited Warranty requires, You may provide written notice to Us requesting Mediation. Upon Our receipt of written notice from You, We may review and mediate Your request by communicating with You, Us, and any other individuals or entities that We believe may possess relevant information or schedule Mediation with a Mediator acceptable to both parties. If after forty-five (45) days, We or a Mediator selected by both parties is unable to successfully mediate Your request for warranty performance or at any earlier time when We determine that You and We are at an impasse, We will notify You that Your request for warranty performance remains unresolved and that You may elect to initiate Binding Arbitration. Binding Arbitration as described in the following section is the sole remedy for the resolution of disputes between You and Us as set forth in the following section.

Exhibit F - FWC Builder's Warranty & Member 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

VIII. Binding Arbitration Procedure

Any disputes between You and Us, or parties acting on Our behalf, related to or arising from this Limited Warranty, design or construction of the home or the common elements or the purchase of the home or transfer of title to the common elements will be resolved by binding arbitration. Binding arbitration shall be the sole remedy for resolving any and all disputes between You and Us, or Our representatives. Disputes subject to binding arbitration include but are not limited to:

A. Any disagreements that a condition in the home or common elements is a construction defect and is therefore covered by this Limited Warranty:

B. Any disagreements as to whether a construction defect has been corrected in compliance with this Limited Warranty;

C. Any alleged breach of this Limited Warranty;

D. Any alleged violations of consumer protection, unfair trade practice, or other statute;

E. Any allegations of negligence, strict liability, fraud, and/or breach of duty or good faith, and any other claims arising in equity or from common law;

F. Any disputes concerning the issues that should be submitted to binding arbitration;

G. Any disputes concerning the timeliness of Our performance requests and/or Your notifications under this Limited Warranty.

H. Any disputes as to the payment or reimbursement of the arbitration-filing fee;

I. Any dispute as to whether this Limited Warranty or any provision hereof, including, but not limited to any waiver hereunder, is unenforceable;

J. Any other claim arising out of or relating to the sale, design or construction of Your home or the common elements, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this Limited Warranty.

MEDIATION AND ARBITRATION. If any dispute arising out of or related to the purchase, home, or common elements whether in contract, tort or statutory, including any claims against Our officers, directors and/or employers occurs, the parties agree to submit the dispute to non-binding mediation. We and You shall jointly appoint an acceptable mediator and shall share equally in the costs of such mediator. If mediation proves unsuccessful, the parties agree to proceed with binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association, or any successor to such Association. The parties agree that the arbitration panel shall consist of three (3) members, two (2) of whom shall have substantial experience in single family residential construction and one (1) of whom shall be a licensed attorney with substantial experience in the construction field. Both parties shall have the right to be represented by legal counsel and to join subcontractors and/or suppliers into any arbitration proceeding. The decision of the arbitrators shall be final and conclusive and judgment may be entered upon the award by any court of competent jurisdiction. In determining any question, matter, or dispute before them, the arbitrators shall apply the provisions of the Purchase Agreement and the Limited Warranty without varying from them in any respect and they shall not have the power to add to, modify or change any of the provisions hereof. The parties agree to share equally in the costs of the arbitration.

After evidence is presented by You, Us or Our representatives, a decision will be rendered by the arbitrator. The decision is final and binding on You and Us. The arbitrator first will determine whether any claimed or alleged construction defects exists and whether it is Our responsibility. Second, if the arbitrator finds Us responsible for a construction defect, the arbitrator will determine the scope of any repair or replacement, Our cost of any such repair or replacement, and the diminution in fair market value, if any, caused by such construction defects. Based upon the arbitrator's decision, We shall choose whether We shall repair or replace the construction defect or pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Our or Our authorized representative's sole option. In addition, the arbitrator shall render a decision resolving any other disputed matters or issues related to or arising from this Limited Warranty, the design or

Exhibit C - Fading Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

construction of the home or the common elements or the sale of the home or transfer of title to the common elements.

IX. General Conditions

A. The Limited Warranty is a provision of the Purchase Agreement between You and Us for the construction and/or sale of the home or transfer of the common elements.

B. This Limited Warranty will transfer to new owners of the home for the remainder of the Limited warranty Period. You agree to provide this Limited Warranty to any subsequent purchaser of the home as a part of the contract of sale of the home. Our duties under this Limited Warranty to the new Homeowner will not exceed the limit of liability then remaining, if any.

C. We assign to You all the manufacturer's warranties on all appliances, fixtures and items of equipment that We installed in the home. Should an appliance or item of equipment malfunction You must follow the procedures set forth in that manufacturer's warranty to correct the problem. Our obligation under this Limited Warranty is limited to the workmanlike installation of such appliances and equipment. We have no obligation for appliances and equipment defined as consumer products.

D. If We or a third party designated by Us or acting on Our behalf repairs, replaces or Pays You as to a construction defect, or other related damage to the home or the common elements covered by this Limited Warranty, We are entitled, to the extent of Our payment, to take over Your related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. You have an obligation not to make it harder for Us to enforce these rights. You agree to sign any papers, deliver them to Us, and do anything else that is necessary to help Us exercise Our rights.

E. General Provisions

1. If any of the terms or provisions of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited warranty or such provisions as to any other Homeowners Association or any other Homeowner.The issue of enforceability, as well as all other issues will be determined by Binding Arbitration as provided for in this Limited Warranty.

2. This Limited Warranty and the binding arbitration process are binding on You and Us. It is also binding on Your and Our heirs, executors, administrators, successors, and assigns, subject to paragraph B of the General Conditions.

3. As may be appropriate, the use of the plural in this Limited Warranty includes the singular, and the use of one gender includes all genders.

X. Definitions

Builder means Fading West Construction, LLC, the individual, partnership, corporation or other entity. Throughout this document the Builder is also referred to as "We", "Us" and "Our (s)".

Common Elements means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property the Homeowners Association has standing under the law to make a claim on. This may include, but is not limited to, streets, the structure or components of enclosure or other spaces that are for the common use of the residents of the development in which the home is located. Systems serving two or more homes, and the outbuildings that contain parts of such System are also included in this definition.

Consequential or Incidental Damages means any loss or injury other than:

A. Our cost to correct a construction defect including the correction of those surfaces, finishes and coverings damaged by the construction defect;

B. Our cost of repair or replacement of furniture, carpet or personal property damaged by the construction defect. Should

Exhibit "F" - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

replacement be necessary, Our obligation is limited to replacement with items providing the same function and quality and that are readily available at the time the item is being replaced.

C. Our costs of removal or replacement in order to repair or replace a construction defect;

D. The reasonable cost of the Homeowner's alternative shelter where the home is inhabitable due to a construction defect or where the home is rendered inhabitable by the repair of the construction defect.

Diminished market value is considered "Consequential or Incidental Damage" and is excluded under this Limited Warranty unless We elect this remedy in lieu of the repair, replacement or other payment as to a construction defect.

Construction Defect(s) means a flaw in the materials or workmanship used in constructing the home that:

· materially affects the structural integrity of the home or common elements; or

· has an obvious and material negative impact on the appearance of the home or common elements; or

· jeopardizes the life or safety of the occupants; or

· results in the inability of the home or the common elements to provide the functions that can reasonably be expected in a residential dwelling.

We and any arbitrator assigned to rule relative to a construction defect will consider both this definition and Section III – A. (Standards By Which the Presence of a construction defect will be determined) in determining the existence of a construction defect. A flaw is a construction defect if either We or an arbitrator conducting a binding arbitration hearing declares the flaw to be a construction defect. Our obvious and visible failure to complete the construction of the home or common elements, any portion of the home or common elements is not a construction defect.

Consumer Product means any item of equipment, appliance or other item defined as a consumer product in the Magnuson-Moss Warranty Act (15 U.S.C.§. 2301, et seq.) Examples of Consumer Products include, but are not limited to dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door openers, clothes washer and dryer, hot water heater, furnace, air conditioner and thermostat.

Emergency Condition means an event or situation that creates an imminent threat of damage to the home or common elements, or results in an unsafe living condition due to a construction defect that You (or as applicable, the homeowners association) become aware of at a point in time other than Our normal business hours and You were unable to obtain Our or Our authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent further damage.

Home means a single family residence either attached or detached covered by this Limited Warranty or a condominium or cooperative unit in a multi-unit residential structure/building covered by this Limited Warranty.

Home Builder's Limited Warranty means only this express warranty document provided to You by Us.

Homeowner means the first person(s) to whom a home (or a unit in a multi-unit residential structure/building) is sold, or for whom such home is constructed, for occupancy by such person or such person's family, and such person's successors in title to the home or mortgages in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or homeowners association making a claim in a representative capacity.

Homeowners Association means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, Limited Liability Company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the common elements.

Pollutants mean all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products,

Exhibit E - FWC Builder's Warranty & Premier 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

Systems mean the following:

(a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or onsite well and sewage disposal system.

(b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.

(c) Heating, Cooling, and Ventilation system - all ductwork; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

Warranty Period shall commence on the date the title for the home is transferred to the first Homeowner. Notwithstanding anything to the contrary set forth in this Limited Warranty, the Warranty Period for the common elements of an individual structure/building commences on the date the title for the first home in the structure/building is transferred to the first Homeowner or as concerns clubhouses or outbuildings or other common elements not part of the home the date the title to these structures is transferred to the Homeowners Association.

Exhibit E - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC
Workmanship/Materials, & Systems Warranty
Construction Performance Standards

These Construction Performance Standards apply to the Limited Warranty to which they are attached and identified on the Warranty Confirmation Page.

The following Construction Performance Standards are the official standards used by Fading West Construction, LLC in determining coverage under the Limited Warranty. This warranty does not warrant that the Home has been built in compliance with federal, state or local building standards or codes even though the Builder is required to comply with such standards or codes. **Items covered by a manufacturing warranty ARE NOT warranted under this express limited warranty**.

In no event shall Builder, be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

The Performance Standards set forth in the following pages are meant to be demonstrative of the most frequent deficiencies of concern. The validity of all claims not covered by these Performance Standards shall be determined on the basis of the National Home Builders Association Residential Performance Guidelines.

Important Notice: When determining responsibility under the Construction Performance Standards, only reports from approved construction consultants (inspection firms, contractors etc.) will be considered. Some firms and individuals feel it is their responsibility to locate possible problems rather than to resolve

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

issues under consideration and they regularly address items not covered under the terms of the warranty.

Homeowners should be aware that all new homes go through a period of settlement and movement as they reach equilibrium. During this period, the home may experience some minor material shrinkage, cracking and other events, which are unavoidable and considered normal. The Homeowners(s) should also be aware that they are responsible for proper home maintenance. Damage caused by HOA, improper maintenance or changes, alterations or additions performed by anyone other than FWC, our employees, or subcontractors (while performing work contracted by FWC) is excluded from The Limited Warranty.

In addition to the Standards of Performance, we have included Homeowner Use and Maintenance Guidelines to assist you with caring for your new home.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Alarm System (Optional Equipment)

Homeowner Use and Maintenance Guidelines

If your home selections included pre-wire for an alarm system, you will arrange for the final connection and activation after you move-in. The alarm company you select will demonstrate the system, instruct you in its use, and provide identification codes for your family. We recommend that you test the system each month. (Helpful Hint: In the event your alarm system is not working, first check your GFCI outlet as this could be the reason the Alarm System is not working).

Fading West Construction, LLC Limited Warranty Guidelines

During The Limited Warranty Period FWC will repair wiring that does not perform as intended for the alarm system as long as the original wiring was not modified during installation of Homeowner purchased alarm products. FWC makes no representation that the alarm system will provide the protection for which it is installed or intended.

Appliances

Homeowner Use and Maintenance Guidelines

Please refer to each appliance owner's manual for specific use and maintenance guidelines.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation, FWC will confirm that all appliances are in working condition and that the appliance surfaces are not damaged. We assign all appliance warranties to you, effective on the date of closing. The appliance manufacturers warrant their products directly to you according to the terms and conditions of these written warranties. FWC does not warrant Appliances or other Consumer Products and will only repair any Appliances or Appliance Surfaces that were listed on the Final Walkthrough/Orientation Form.

Cabinets

Homeowner Use and Maintenance Guidelines

Your Design Selection Sheet is your record of the brand, style, and color of cabinets in your home. If you selected wood or wood veneer cabinets, expect differences in grain and color between and within the cabinet components due to natural variations in wood and the way it takes stain.

Cleaning

Products such as lemon oil or polishes that include scratch cover are suggested for wood cabinet care. Follow container directions. Use such products a maximum of once every 3 to 6 months to avoid excessive build-up. Avoid paraffin-based spray waxes or washing cabinets with water, as both will damage the luster of the finish.

Hinges

If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

Moisture

Exhibit F - FWC Builder's Warranty & Montana 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture or heat (such as a crock pots or toaster ovens) near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that all cabinets and cabinet components are installed properly and that there are no defects or cosmetic damage. FWC will repair only those defects or cosmetic items that are listed on the Final Walkthrough/Orientation Form.

Alignment
Doors, drawer fronts, and handles should be level and even. FWC will repair any items that are visibly out of level or do not function properly during the Limited Warranty period.

Separations
We will correct or repair during the first year of the Limited Warranty Period; gaps between cabinets and the ceiling or gaps between the cabinets and the walls by caulking or other means if the gap exceeds 1/8 inch. After the first year, it is the Homeowners responsibility to caulk these areas.

Warping
If doors or drawer fronts warp in excess of 1/4 inch within 24 inches during the Limited Warranty period, we will correct this by adjustment or replacement.

Wood Grain
Readily noticeable variations in wood grain and color are normal in all wood or wood veneer. Replacements or repairs are not made due to variations in the wood or wood veneer.

Carpet

Homeowner Use and Maintenance Guidelines

Your Design Selection Sheet (Color Chart) provides a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference. Refer to the various manufacturers' recommendations for additional information on the care of your floor coverings.

Burns

Take care of any kind of burn immediately. First snip off the darkened fibers, then use a soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.

Cleaning

You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently.

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal. Remember to disengage the beater bar on the vacuum for all shag/cable carpets.

Exhibit F - NVC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Vacuuming high-traffic areas daily helps keep them clean and maintain the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects.

Have your carpet professionally cleaned at a minimum once per year; more often depending on amount of traffic or if you have pets. Research indicates that the hot water extraction or steam cleaning provides the best cleaning.

Crushing

Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered normal wear.

Fading

Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

Filtration

If interior doors are kept closed while the heating system is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold

Fuzzing or Fraying

In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.

Pilling

Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

Rippling

With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting.

Seams

Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. The more dense and uniform the carpet texture, the more visible the seams will be.

Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Shading

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker or lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Shedding

New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics. With new carpet during the first several months, it might be necessary to replace or empty the bag in your vacuum cleaner more often than usual.

Snags

Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Sprouting

Occasionally you may find small tufts of fiber sprouting above carpet surface. Simply use scissors to cut off the sprout. Do not attempt to pull it, because other fibers will come out in the process.

Stains

No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include, but are not limited to, hair dyes, shoe polish, paints, and ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of soda and tea.

Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation, FWC will confirm that your carpet is properly installed with no defects. We will correct stains or spots listed on the Final Walkthrough/Orientation Form by cleaning, patching, or replacement. FWC is not responsible for dye lot (color) variations if replacements are made.

Seams

Carpet seams will be visible and are excluded from this Limited Warranty. While FWC does not warrant carpet seams, during the Limited Warranty Period, we will repair seams that become loose as a result of a defect with the original installation.

Caulking

Homeowner Use and Maintenance Guidelines

Time and weather will shrink and dry caulking so that it no longer provides a good seal. As routine maintenance, check the caulking and make needed repairs. Caulking compounds and dispenser guns are available at home improvement and hardware stores.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Read the manufacturer's instructions carefully to be certain that you select an appropriate caulk for the intended purpose.

Colored Caulk

Colored caulking is available where larger selections are provided. As with any colored material, dye lots can vary.

Latex Caulk

Latex caulking is appropriate for an area that requires painting, such as along the stair stringer or where wood trim meets the wall.

Silicone Caulk

Caulking that contains silicone will not accept paint; it works best where water is present, for example, where the tub meets tile or a sink meets a countertop. In areas where stone or tile are installed as a backsplash on countertops or in bath locations, FWC may install caulk that is colored to match the grout. Grout colored caulk is available at specialty tile stores.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that appropriate areas are adequately caulked and repair any caulking listed on the Final Walkthrough/Orientation Form. Caulking is considered a Homeowner maintenance item and is not covered by this Limited Warranty.

Concrete Flatwork (Optional)

Homeowner Use and Maintenance Guidelines

Cleaning

Avoid washing exterior concrete slabs with cold water from an outside faucet when temperatures are high and the sun has been shining on the concrete. The abrupt change in temperature can damage the surface bond of the concrete. We recommend sweeping to keep exterior concrete clean. If washing is necessary, do this when temperatures are moderate. Repeated cleaning of the garage floor by hosing can increase soil movement by allowing water to penetrate any existing cracks. We recommend sweeping to clean the garage floor.

Cracks

A concrete slab 10 feet across shrinks approximately 5/8 inch as it cures. Some of this shrinkage shows up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction.

During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause.

As cracks occur, seal them with a waterproof concrete caulk (available at a hardware or home improvement stores) to prevent moisture from penetrating to the soil beneath.

Expansion Joints

We install expansion or control joints to help control expansion of concrete. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a

Exhibit F - FWC Builder's Warranty & Builder 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

concrete and silicone sealant or caulk.

Heavy Vehicles

Prohibit commercial or other extremely heavy vehicles such as moving vans and other large delivery trucks from pulling onto your driveway. We design and install concrete drives for conventional residential vehicle use only. In addition to heavy vehicles, do not allow equipment to drive on or over the concrete during landscaping. Exterior concrete damaged by vehicles, equipment, or placement of landscape or building materials is excluded from this Limited Warranty.

Ice, Snow, and Chemicals

Driving or parking on snow creates ice on the drive, which magnifies the effects of snow on the concrete surface. Remove ice and snow from concrete slabs as promptly as possible after snow storms. Protect concrete from abuse by chemical agents such as pet urine, fertilizers, radiator overflow, repeated housing, or de-icing agents, such as road salt or other chemicals that can drip from vehicles. All of these items can cause spalling or delamination (chipping of the surface) of concrete.

Concrete Sealer

A concrete sealer, available at home improvement, hardware, and paint stores, will help you keep an unpainted concrete floor clean. Do not use soap on unpainted concrete. Instead, use plain water and washing soda or, if necessary, a scouring powder.

Fading West Construction, LLC Limited Warranty Guidelines

Color Variations

Due to the concrete mix, concrete slabs will vary in color and appearance, especially in replaced sections. Color variations in concrete are excluded from this Limited Warranty.

Concrete Installed By Homeowner

The Homeowner assumes full responsibility for any concrete installed after the original closing date for the home. This includes testing to make sure that soil is properly compacted and that the installed concrete does not have a negative impact on the original drainage established for the home. FWC will not for any reason, repair or replace, concrete installed after the original closing date unless the concrete was installed by FWC.

Cracks

If concrete cracks reach 1/2 of an inch horizontally in width, FWC will repair them during the First Year of the Limited Warranty Period.

Due to the effects of weather that is outside of our control, exterior concrete will only be repaired during the first year of the Limited Warranty Period.

Finished Floors

During the Limited Warranty Period FWC will correct cracks, settling, or heaving of concrete that rupture finish floor materials that were installed by FWC during the construction of the home. FWC will not repair or replace floor materials that were installed by the Homeowners(s).

Level Floors

Exhibit A - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Concrete floors in the habitable areas of the home will be level to within 1/4 inch within any 32-inch measurement with the exception of an area specifically designed to slope toward a floor drain. During the Limited Warranty Period FWC will repair any flooring that does not meet the above mentioned standard.

Settling or Heaving

During the Limited Warranty Period FWC will repair exterior concrete that settles or heaves in excess of 2 inches or if such movement results in negative drainage (toward the house) or hazardous vertical displacement.

Spalling/Delamination (Surface Chips)

Causes of spalling/delamination include repeated hosing of concrete for cleaning, pet urine, radiator overflow, fertilizer, uncleared snow and ice, ice-melting agents, and road salts and other chemicals from vehicles. Due to the effects of weather that are outside of our control, surface spalling/delamination is excluded from this Limited Warranty.

Condensation

Homeowner Use and Maintenance Guidelines

The energy efficient homes being built today are constructed to be more airtight in comparison to homes built even 10 years ago. While they seal in the heat in the winter and cooling in the summer, they also seal in too much moisture laden air.

When warm, moist interior air comes into contact with cooler surfaces (doors & windows, the moisture condenses. Outside we see this as dew; inside you may see it as a layer of moisture on glass windows and doors. Condensation comes from high humidity within the home combined with low outside temperatures. Condensation forming on windows does not reflect a problem with the window or the window installation. Condensation forming on windows indicates that you have too much humidity inside the home.

When this condition occurs, you need to decrease the amount of humidity in the home.

The following are suggestions for removing the humidity.

Humidifier Operation

If your home includes a humidifier, closely observe the manufacturer's directions for its use and care, see additional information under Humidifiers. Low to moderate settings in winter can maintain desired comfort levels without contributing too much moisture to your home. You may need to experiment to find the correct level for your family's lifestyle. In periods of extreme cold, you may need to turn the Humidifier off. FWC does not install Humidifiers and is not responsible for damages due to installation or improper usage of a Humidifier.

New Construction

Some experts have estimated that a typical new home contains 50 gallons of water. Water is part of the lumber, concrete, drywall texture, paint, caulk, and other materials used during the construction of the home. Wet weather during construction adds more. This moisture evaporates into the air as you live in your home–adding to the moisture generated by normal living activities. Over time, this source of moisture may diminish.

Normal Activities

As you live in your home, your daily lifestyle contributes to the moisture in the air. Cooking, laundry, baths and showers, aquariums, plants, and so on all add water to the air in your home. Likewise, your daily routine can mitigate the amount of moisture in your

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

home and reduce condensation on interior surfaces.

Temperature

Avoid setting your thermostat at extreme temperatures. Heating your home will cause the materials to dry out faster, generating more moisture into the air; drying the materials out too fast also increases shrinkage cracks and separations.

Ventilation

Develop the habit of using exhaust fans in bathrooms and over the stove. When weather conditions permit, open windows so fresh air can circulate through your home. Keep the dryer exhaust hose clean and securely connected. See the section on Ventilation for additional information.

Fading West Construction, LLC Limited Warranty Guidelines

Condensation results from weather conditions and a family's lifestyle. FWC has no control over these factors. This Limited Warranty coverage excludes condensation and damages caused by the condensation unless the damages are a direct result of a construction defect covered by this Limited Warranty.

Countertops

Homeowner Use and Maintenance Guidelines

Countertops

Always use a cutting board to protect your counters (this also applies for natural and man made stone countertops) when you cut, chop or prepare food. Protect the countertop from heat and from extremely hot pans. If you cannot put your hand on it, do not put it on the countertop. Do not use countertops as ironing boards and do not set lit cigarettes on the edge of the counter.

Caulking

The caulking between the countertop and the wall, along the joint at the backsplash (the section of counter that extends a few inches up the wall along the counter area), and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from reaching the wood under the tops and to prevent warping.

Cleaning

Avoid abrasive cleaners that will damage the luster of the surface, unless an abrasive cleaner is recommended by the manufacturer. Mats

Rubber drain mats can trap moisture beneath them, causing the laminated countertops to warp and blister. Dry the surface as needed.

Wax

Wax is not necessary, but it can be used to make counters gleam. See also Ceramic Tile.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that all countertops are installed without defects. We will repair only the noticeable surface damage such as chips, cracks, and scratches that are listed on the Final

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Walkthrough/Orientation Form.

Countertops will have one or more discernible seams. During the Limited Warranty Period FWC will repair gaps or differential at the seams that are not due to Homeowner damage when they exceed 1/8 inch.

Separation of countertops from walls, backsplash, and around sinks results from normal shrinkage of materials. As a courtesy repair, FWC will recaulk these areas one time during the first year of this Limited Warranty period. Subsequent caulking will be the Homeowners responsibility.

All natural stone colors are species of natural materials; coloration, veining, and texture (i.e.: pits, fissures, and fragmentation) will vary from samples and will be part of the finished product. FWC is not responsible for cracking or breakage that occurs after installation due to the application of heavy weight or force over unsupported spans of countertops.

Crawl Space

Homeowner Use and Maintenance Guidelines

The crawl space is not intended as a storage area for items that could be damaged by moisture. Wood stored in a crawl space can attract termites.

You may notice slight dampness in the crawl space. Landscaping that is correctly installed helps prevent excessive amounts of water from entering crawl spaces. During the Limited Warranty period, report standing water to FWC Homes for inspection.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will check the condition of the crawl space. Crawl spaces may be damp but should not have standing water, provided that you have not altered the drainage nor caused excessive moisture to accumulate and remain in this area with incorrect landscaping. During the Limited Warranty Period FWC will correct conditions that result in persistent standing water.

Doors and Locks

Homeowner Use and Maintenance Guidelines

The doors installed in your home are wood products and are subject to natural characteristics of wood such as shrinkage and warpage. Natural fluctuations caused by humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

Bifold Doors

Interior bifolds sometimes stick or warp because of weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.

Failure to Latch

If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (remortising) and/or raising or lowering (adjusting) the plate accordingly.

Hinges

Exhibit F - FWC Builder's Warranty & Module 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied. (Helpful Hint: Remove the pin from the hinge, take a lead pencil and color the pin then reinsert the pin in the hinge. Graphite from the lead will lubricate the hinge without the potential to drip onto the flooring).

Locks

Lubricate door locks with graphite or other waterproof lubricant. Avoid oil, as it will gum up the locks.

Shrinkage

Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints in door trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is Homeowner maintenance.

Slamming of Doors

Slamming doors can damage both doors and jambs and can even cause cracking in walls. Teach children not to hang on the doorknob and swing back and forth; this works loose the hardware and causes the door to sag.

Sticking

The most common cause of a sticking door is the natural expansion of lumber caused by changes in humidity. When sticking is caused by swelling during a damp season, do not plane the door unless it continues to stick after the weather changes. Before planning a door because of sticking, try two other steps: first, apply either a paste wax, light coat of paraffin, or candle wax to the sticking surface; or second, tighten the screws that hold the door jamb or door frame. If planning is necessary, use sandpaper to smooth the door and paint the sanded area to seal against moisture.

Warping

If a door warps slightly, keeping it closed as much as possible often returns it to normal.

Weather Stripping

Weather stripping and exterior door thresholds occasionally require adjustment or replacement.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all doors are installed without defects and correctly adjusted. FWC will only repair construction damage to doors listed on the Final Walkthrough/Orientation form.

Adjustments

Because of normal settling of the home, doors may require adjustment for proper fit. FWC will make such adjustments during the first ONE Year of the Limited Warranty period.

Panel Shrinkage

Panels of wood doors shrink and expand in response to changes in temperature and humidity. Although touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility. During the Limited Warranty Period

Exhibit F - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

FWC will repair split panels that allow light to be visible.

Warping

During the Limited warranty Period, FWC will repair doors that warp in excess of 1/4 inch within 24 inches.

Drywall

Homeowner Use and Maintenance Guidelines

During the life of your home, minor cracking, nail pops, or seams may become visible in the walls and ceilings. These are caused by the shrinkage of the wood and normal deflection of rafters and wood studs to which the drywall is attached. This is not a result of structural deficiencies.

Ceilings

The ceilings in your home are easy to maintain; periodically remove dust or cobwebs as part of your normal cleaning and repaint as needed.

Repairs

With the exception of the one-time repair service provided by FWC, any drywall repair is your maintenance responsibility.

Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle or caulk. To correct a nail pop, reset the nail with a hammer and punch. Cover it with spackle, which is available at paint, home improvement and hardware stores. Apply two or three thin coats. When dry, sand the surface with fine-grain sandpaper, and then paint. You can fill indentations caused by sharp objects in the same manner.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that drywall surfaces are free of defects. FWC will only repair the drywall defects listed on the Final Walkthrough/Orientation Form.

One Time Repairs

One time during the Limited Warranty period, preferably at the Year End Customer Care Appointment, FWC as a courtesy will repair drywall shrinkage cracks and nail pops and will touch up the repaired area using the same paint color that was on the surface when the home was delivered. Touch-ups may be visible.

Repainting the entire wall or the entire room to correct this is your choice and responsibility. You are also responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Due to the effects of time on paint and wallpaper, as well as possible dye lot variations, touch-ups are unlikely to match the surrounding area.

If a drywall repair is needed as a result of poor workmanship (such as blisters in tape) or other warranty-based repair (such as a plumbing leak), FWC will complete the repair by touching up the repaired area with the same paint that was on the surface when the home was delivered. If more than one-third of the wall is involved, we will repaint the wall corner to corner. You are responsible for custom paint colors or wallpaper that has been applied subsequent to closing. The effects of time on paint and wallpaper, as well as possible dye lot variations, mean touchup may not match the surrounding area. FWC does not repair drywall flaws that are only visible under particular lighting conditions.

Example - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Electrical System

Homeowner Use and Maintenance Guidelines

Make sure that you know the location of the main electrical box, usually located in the garage; it includes a main shut-off that controls all the electrical power to the home. Individual breakers control the separate circuits. Each breaker is marked to help you identify which breaker is connected to which major appliances, outlets, or other service. Should a failure occur in any part of your home, always check the breakers in the main panel box before calling an electrician.

Breakers

Circuit breakers have three positions: on, off, and tripped. When a circuit breaker trips, it must first be turned off before it can be turned on. Switching the breaker directly from tripped to on will not restore service.

Breakers Tripping

Breakers trip because of overloads, usually caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement for the circuit, starting an electric motor, or other reasons.

If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need an electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement.

Carbon Monoxide Alarms & Smoke Detectors

Read the manufacturer's manual for detailed information on the care of your carbon monoxide alarm and smoke detectors.

Battery

If a carbon monoxide alarm or smoke detector makes a chirping sound, this is a sign that the battery needs to be replaced. Follow manufacturer instructions for installing a new battery. Most carbon monoxide alarms and smoke detectors use a 9 volt battery.

Cleaning

For your safety, clean each carbon monoxide alarm and smoke detector periodically to prevent a false alarm or lack of response in a fire. After cleaning, push the test button to confirm the alarm is working. (Helpful Hint: Use a can of air to blow out the smoke detector where dust may have accumulated).

Locations

Carbon monoxide alarms and smoke detectors are installed in accordance with building codes, which dictate locations. FWC cannot omit any carbon monoxide alarm or smoke detector and you should not remove or disable any smoke detector.

FWC does not represent that Carbon Monoxide Alarms or Smoke Detectors will provide the protection for which they are installed or intended.

Fixture and Outlet Locations

The factory install light fixtures and outlets in general locations indicated on the plans and may vary from locations shown in models and similar plans. Moving fixtures and outlets to accommodate specific furniture arrangements or room use is your responsibility.

Exhibit F - FWC Builder's Warranty & Modified 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

GFCI (Ground-Fault Circuit-Interrupters)

GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker. Building codes require installation of these receptacles in bathrooms, the kitchen, outside, and the garage (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker.

Each GFCI circuit has a test and reset button. Once each month, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem. One GFCI breaker can control multiple outlets. Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high. FWC is not responsible for food spoilage that results from the plugging of refrigerators or freezers into a GFCI outlet.

Grounded System

Your electrical system is a three-wire grounded system. Never remove the bare wire that connects to the box or device. If appliances are provided with a factory installed ground NEVER REMOVE THIS.

Light Bulbs

You are responsible for replacing burned-out bulbs; FWC will replace light bulbs that are listed on the Final Walkthrough/Orientation Form.

Outlets

If an outlet is not working, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker.

Due to a recent Federal Statute, your home will have tamperproof (Childproof) outlets installed in various locations throughout the home. These locations are determined by the Statue. FWC cannot install non-conforming outlets in these areas.

If there are small children in the home, you may want to install safety plugs on the non-tamper proof outlets. Please instruct or teach children to never touch or insert any objects into electrical outlets, sockets, or fixtures**.**

Underground Cables

Before digging anywhere in your yard, you are required to call and order locates for your yard. Maintain positive drainage around the foundation to protect electrical service connections.

TROUBLESHOOTING TIPS: NO ELECTRICAL SERVICE

No Electrical Service Anywhere in the Home

Before calling for service, check to confirm that the:

· Service is not out in the entire area. If so, contact the utility company.

· Main breaker and individual breakers are all in the on position.

Educate on how to reset breakers

Exhibit E - FWC Builder's Warranty & Standard 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

No Electrical Service to One or More Outlets

Before calling for service, check to confirm that the

- Main breaker and individual breakers are all in the on position.
- Applicable wall switch is on
- GFCI is set (see details on GFCIs, earlier in this section)
- Item you want to use is plugged in
- Item you want to use works in other outlets
- Bulb in the lamp is good

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that light fixtures and outlets are installed; in working condition without any defects and that all bulbs are working. FWC will only repair the electrical items (damaged fixtures) listed on the Final Walkthrough/Orientation Form. The Limited Warranty excludes any fixture supplied or installed by the Homeowner.

Designed Load

During the Limited Warranty period, FWC will repair any electrical wiring that fails to carry its designed load to meet specifications. If electrical outlets, switches, or fixtures do not function during the Limited Warranty period as intended, FWC will repair or replace them.

Power Surge

Power surges are the result of local conditions beyond the control of FWC and are excluded from coverage under the Limited Warranty. These can result in burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems, and computers. Damage resulting from lightning strikes is excluded from this Limited Warranty coverage. It is suggested to use surge protection.

Expansion and Contraction

Homeowner Use and Maintenance Guidelines

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets tub or sink. While this can alarm an uninformed homeowner, it is normal.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

responsibility.

Fading West Construction, LLC Limited Warranty Guidelines

Since Expansion and Contraction is a natural occurrence it is excluded from this Limited Warranty.

Fencing (when installed by FWC as a provision of the contract)

Homeowner Use and Maintenance Guidelines

Depending on the community in which your home is located, fencing may be included with your home.

Drainage

In planning, installing, and maintaining fencing, allow existing drainage patterns to function unimpeded. When installing a fence, use caution in distributing soil removed to set posts to avoid blocking drainage swales. Plan enough space under the bottom of a wood fence for water to pass through.

Homeowner Association

If you choose to add fencing after moving into your new home, keep in mind the need to obtain approval from your Homeowners Association.

Installation of Fencing

FWC recommends that you engage the services of professionals to install your fence. Be certain to inform a fence installer of all design review requirements and provide them with the location of your property lines.

Fading West Construction, LLC Limited Warranty Guidelines

If fencing is part of your home purchase, we will inspect the condition of the fence during the Final Walkthrough/Orientation and repair any fencing item that is listed on the Final Walkthrough/Orientation Form. Damage to fencing caused by severe weather should be referred to your Homeowners Insurance and is excluded from this Limited Warranty.

Fixtures (Electrical & Plumbing)

Homeowner Use and Maintenance Guidelines

The manufacturer typically treats fixtures with a clear protective coating, electrostatically applied, to provide beauty and durability. This coating is not impervious to wear and tear. Atmospheric conditions, sunlight, caustic agents such as paints, and scratches from sharp objects can cause the protective coating to crack or peel, and result in spotting and discoloration.

Cleaning

Initial care of these products requires only periodic cleaning with a mild, nonabrasive soap and buffing with a soft cloth.

Corrosion

Again, it is very likely that your fixtures have a coating on top of a base metal. Water having a high mineral content is corrosive to

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

any metal—coated or solid.

Polish

When peeling, spotting, or discoloration occurs, you can sometimes restore the beauty of the metal by completely removing the remaining coating and hand-polishing the item with a suitable polish. Applying a light coat of wax and buffing with a soft cloth helps maintain the gloss.

Tarnish

Like sterling silver, metals will gradually tarnish and eventually take on an antique appearance.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that the electrical and plumbing fixtures are installed without defects. Only the fixtures listed on the Final Walkthrough/Orientation Form will be repaired. FWC does not warrant against tarnishing, fading or corrosion damage to the external surfaces or internal workings of fixtures. This limitation includes solid metal or coated fixtures. Please note that many of the fixtures and appliances in your home do carry a manufacturer's warranty above and beyond the Limited Warranty offered by FWC.

Foundation

Homeowner Use and Maintenance Guidelines

We install the foundation of your home according to the recommendations of our consulting engineer. The walls of the foundation are poured concrete with steel reinforcing rods. To protect your home's foundation, you and the HOA should follow the guidelines for installation and maintenance of landscaping and drainage in this manual.

Cracks

Even though an engineer designed the foundation and we constructed it according to engineering requirements, surface cracks can still develop in the wall. Surface cracks are not detrimental to the structural integrity of your home.

Dampness

Due to the amount of water in concrete, basements may be damp. Condensation can form on water lines in unfinished basements and drip.

FWC Homes Limited Warranty Guidelines

The foundation of your home has been designed and installed according to the recommendations of an engineer. The walls of the foundation are poured concrete with steel reinforcing rods. Cosmetic Imperfections

Slight cosmetic imperfections in foundation walls, such as a visible seam where two pours meet or slight honeycombing are possible and require no repair unless they permit water to enter. During the Limited Warranty Period FWC will correct conditions that allow water to enter the basement, provided you have complied with the drainage, landscaping, and maintenance guidelines.

Cracks

Cracks due to expansion or settlement are common in foundation walls, especially at the corners of the walls. During the

Exhibit F - FWC Builder's Warranty & Modular 10 year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Limited Warranty Period, FWC will repair cracks that exceed 1/4 inch in width.

Garage Overhead Door (If applicable)

Homeowner Use and Maintenance Guidelines

Since the garage door is a large, moving object, periodic maintenance is necessary.

Light Visible and Rain/Snow Entry

Garage overhead doors cannot be airtight. Some light will be visible around the edges and across the top of the door. Weather conditions may result in some precipitation entering around the door as well as some dust especially until most homes in the community have landscaping installed. **Light and blowing snow or rain entering the garage door is not covered by this Limited Warranty.**

Lubrication

Every 6 months, apply a lubricant such as silicone spray to all moving parts: track, metal rollers (do not lubricate vinyl rollers), hinges, pulleys, and springs. Avoid over lubricating to prevent drips on vehicles or the concrete floor. At the same time, check to see that all hardware is tight and operating as intended without binding or scraping.

If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate.

Garage Door Openers

To prevent damage to a garage door opener, be sure the door is completely unlocked and the rope-pull has been removed before using the operator. If you have an opener installed after closing on your home, we suggest that you order it from the company that provided and installed the garage door to assure uninterrupted warranty coverage. **Garage Door Openers installed by FWC are Consumer Products and are excluded from this Limited Warranty. FWC will not repair damages associated with the installation of a door opener that was not installed by FWC during the construction of the home.**

Be familiar with the steps for manual operation of the door in the event of a power failure.

If FWC installed a door opener as one of your selections, during The Final Walkthrough/Orientation we will demonstrate the electric eye that provides a safety stop

in the event someone crosses through the opening while the overhead door is closing. Use care not to place tools or other stored items where they interfere with the function of the electric eye. Expect to replace the battery in the garage opener remote controls about once a year.

Safety

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door.

For your safety, have any needed adjustments made by a qualified specialist on an annual basis. The door springs and cables are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Exhibit F - FWC Builders Warranty & Maryland 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Sag

The garage door may sag slightly due to its weight and span even under normal conditions.

Fading West Construction, LLC Limited Warranty Guidelines

Garage doors as with any exterior door will require periodical adjustment. During the Limited Warranty period FWC will adjust doors that require adjustment, if the adjustment is due to a defect with the original installation of the door.

Ghosting

Homeowner Use and Maintenance Guidelines

Recent feedback from homeowners (in both old and new homes) regarding black sooty stains which develop on surfaces in homes (on carpet, walls, ceilings, appliances, mirrors, and around area rugs—to list a few examples) have caused much investigation and research.

The general conclusion of the research and laboratory tests has been that the majority of this staining or "ghosting" results from pollution of the air in the home caused by burning scented candles. Incomplete combustion of hydrocarbons as these candles burn contributes a considerable amount of soot into the air. This sooty substance then settles or accumulates on the surfaces of the home. The sooty deposits are extremely difficult to remove; on some surfaces (light-colored carpet, for instance), they are impossible to clean completely away.

Fading West Construction, LLC Limited Warranty Guidelines

The popularity of scented candles has increased in recent years. If this is an activity that is part of your lifestyle, we caution you about the potential damage to your home. When this condition results from the burning candles or other lifestyle choices, the resulting damage is excluded from this Limited Warranty.

Grading and Drainage

Drainage

Site drainage is limited to the immediate grades and swales (within 5 to 10 ft. of the foundation, depending on the setback) affecting the structure. FWC will establish grading of the site one time in a manner, which assures that the water falling on the site, whether from natural precipitation or from normal lawn irrigation will flow positively away from the foundation and concrete slabs of the Residence. Drainage swales may follow property boundaries. FWC will not alter drainage swales to suit individual landscape plans. It is normal for the site to receive water from and/or pass water on to other sites. No standing or ponding water should remain in the immediate area of the Residence longer than twenty-four (24) hours after a rain except in swales where water should not stand longer than (72) hours.

If Homeowner or HOA makes changes in grading or drainage, has installed landscaping improperly, or failed to perform required maintenance to maintain the proper drainage and these are deemed to be the cause of the damages, FWC as a courtesy, may suggest corrective measures, but will not be responsible for their implementation or expense.

Exterior Landscape Materials

Maintain soil levels at least 6 inches below siding, stucco, brick, or other exterior finish materials. Contact with the soil can cause

Exhibit H - FWC Builder Warranty & Module 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

deterioration of the exterior finish material and encourages pest infestations.

Roof Drainage

Do not remove the splash blocks or downspout extensions from under the downspouts. Keep in place at all times and make sure they are sloped so the water drains away from your home quickly.

Settling

The area we excavated for your home's foundation and utilities was larger than the actual size of the home and utilities installed. Although we replaced and compacted the soil, it does not return to its original density. Some settling will occur, especially after prolonged or heavy rainfall or melting of large amounts of snow. Settling can continue for several years. Inspect the perimeter of your home regularly for signs of settling and repair as needed to maintain the established final grade.

Subsurface Drains

Occasionally FWC installs a subsurface drain to ensure that water drains from a yard adequately. Keep this area and especially the drain cover clear of debris so that the drain can function as intended.

Fading West Construction, LLC Limited Warranty Guidelines

Drainage and Final Grade

FWC established the final grade to ensure adequate drainage away from the home. Maintaining the drainage patterns established by FWC is the responsibility of the Homeowner or the HOA. If You or the HOA alter the drainage pattern after closing, or if changes in drainage occur due to lack of maintenance, especially on un-landscaped lots or yards, FWC reserves the right to void this Limited Warranty. FWC does not alter drainage patterns to suit individual landscape plans

FWC documents the final grade that existed at the time of delivery of your home or depending on weather, as soon thereafter as possible. FWC will inspect drainage problems that are reported during the Limited Warranty period by comparing the existing grades to those originally established by FWC and documented on The Grading Inspection Certificate (GIC) you received. During the Limited Warranty Period FWC will not repair and correct any drainage that differs from the original installed grade. FWC is not responsible for weather caused changes to unlandscaped yards after grading has been established or after the date of occupancy, whichever occurs last.

New Sod

New sod installation and the extra watering that accompanies it can cause temporary minor drainage problems. If the watering causes any severe problem, please make the appropriate repairs or contact your HOA. Damage that occurs to the yard or home that is the result of the installation or watering of new sod is excluded from this Limited Warranty.

Ponding or Standing Water

FWC will correct, during the first year after the Warranty Commencement Date, ponding water, which stands for more than (24) hours within 5 feet of the Residence or more than (72) hours in swales as long as the ponding water is within (10) feet of the foundation.

Settlement

Backfilled or excavated areas around the foundation and utility trenches should not interfere with the drainage away from your home. If these areas settle more than four (4) inches during the first year, FWC will fill these areas provided that You

Exhibit F - FWC Builders Warranty (Provider 10 - 10 Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

have not changed the grades, swales, and drainage patterns for the home. You are responsible for any settlement that occurs in any non excavated areas of the property. If settlement occurs under exterior concrete, FWC will fill the visible sunken areas under the concrete during the first year of the Limited Warranty.

Water Features

While they may be calming and attractive, water features that are not properly installed can induce large amounts of water into the foundation zone for the residence. Water Features are not to be installed within (10) feet of the foundation. FWC reserves the right to void this Limited Warranty if Water Features are installed within (10) feet of the foundation.

Winter Grading

Due to weather conditions, especially during the winter and early spring, the final grade may not have been established at the time of closing. We document the status of your grading at The Final Walkthrough/Orientation. When conditions permit, grading work will continue. You must confirm that we have completed your grading before beginning your landscaping.

Gutters and Downspouts

Homeowner Use and Maintenance Guidelines

It is the Homeowners responsibility or HOA (where applicable) to check gutters periodically. Materials or debris that accumulate in gutters can slow water drainage from the roof causing overflows, freezing and clogging of the downspouts.

Extensions or Splash blocks

Extensions should discharge outside of rock or bark beds so that water is not dammed behind the landscape edging material.

Snow and Ice-It is important to remove any snow piles from around your home. Ice build-up may develop in gutters and downspouts during extended periods of cold as the snow melts off of the roof. In addition to ice build-up in gutters and downspouts, it is not uncommon for ice to form on walkways as a result of the overflow from gutters and downspouts. The Homeowner is responsible for the removal of any ice that may build up or accumulate during these periods. Since it is the Homeowner's responsibility to remove any ice that may accumulate on the walkway, Fading West Construction is not responsible for any incidents that may occur as a result of the Homeowners' failure to remove the ice.

Fading West Construction, LLC Limited Warranty Guidelines

Gutters over 3 feet long are installed with a slight slope so that roof water will flow to the downspouts. During the Limited Warranty Period FWC will repair gutters that are not properly sloped.

Leaks

During the Limited Warranty Period FWC will correct leaks that occur as long as the leak is directly related to the installation of the gutter.

Overflow

Gutters may overflow during periods of excessively heavy rain. This is expected and requires no repair. However, this may be a sign that your gutters are clogged with debris.

Exhibit F - FWC Builder's Warranty & 1st Tier 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Standing Water

Small amounts of water (up to one inch) will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Hardware

Homeowner Use and Maintenance Guidelines

Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal shrinkage of the framing. Occasionally, you may need to tighten screws or lubricate hinges and locks.

Fading West Construction, LLC Limited Warranty Guidelines

We confirm that all hardware is installed without defects during the Final Walkthrough/Orientation. Only the hardware listed on the Final Walkthrough/Orientation Form will be repaired.

Humidifier

Homeowner Use and Maintenance Guidelines

Due to the affect Humidifiers can have on the home, FWC does not install Humidifiers in the homes we build. Since FWC does not install Humidifiers, any Humidifier installed in the home is installed at the discretion of The Homeowner and must be installed after the original closing date for the home. FWC is not responsible for damages, including condensation or mold growth that is associated with improper installation or usage of a humidifier.

If a humidifier is installed in line with the furnace in your home after closing, operate the humidifier only during the winter months when the furnace is operational.

Before operating the humidifier, please review the manufacturer's operating instructions. These documents will cover the operation of the humidifier as well as maintenance recommendations.

In the manufacturer's operating instructions, there will be suggestions for where to set the humidity settings for the humidifier. It is important to remember that these are suggestions and that you will need to adjust the humidifier to the exterior weather conditions. As an example, when we experience extreme cold combined with snow, you will need to lower the humidity setting lower than the manufacturer's recommendations. When we have extreme cold combined with snow, turn the humidifier to its lowest setting or turn it off. Failure to lower the humidity settings during these conditions could result in condensation forming within the home.

Landscaping

Homeowner Use and Maintenance Guidelines

Unless installed by FWC, the installation and maintenance of landscaping is the Homeowners responsibility. In planning your landscaping, think of proportion, texture, color, mature size, maintenance needs, soft and hard surfaces, lighting, fencing, edging, and water requirements. A beautiful patio/garden area requires considerable planning and regular attention.

Backfill

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

We construct the foundation of your home beginning with an excavation into the earth. When the foundation walls are complete, the area surrounding them is backfilled. Soil in this area is not as compact as undisturbed ground. Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as wet basements, cracks in foundation walls, and floor slab movement. Avoid this through proper installation of landscaping and good maIntenance of drainage so that water drains away from the foundation.

Downspouts

Keep downspout extensions in the down position to channel roof runoff away from the foundation area of your home. Your routine inspection of downspouts, backfill areas, and other drainage components will help maintain the integrity of your home.

Erosion

Until your yard is established and stable, erosion will be a potential concern. Heavy rains or roof runoff can erode soil. The sooner the grade is restored to its original condition, the less damage will occur. Erosion is of special concern in drainage swales. If swales become filled with soil runoff, they may not drain the rest of the yard, causing further problems. Correcting erosion is your responsibility. You may need to protect newly planted seed with erosion matting or reseed to establish grass in swales. It can take several years to fully establish your lawn in such challenging areas.

First 5 Feet; Next to Foundation

Do not install sprinkler heads within 5 feet of your home's foundation. Sprinklers and other irrigation devices should not deposit moisture within 5 feet of your foundation. Plants installed within 5 feet of the foundation should be of a type that requires only minimal hand watering.

Landscape Contractors

You are responsible for changes to the drainage pattern made by any landscape, concrete or other contractor that you hire. Discuss drainage with any company you hire to do an installation in your yard. We also recommend that you only hire local companies that are members in good standing with The Better Business Bureau.

Landscaping Edging

Do not install edging around decorative rock or bark beds that obstruct the free flow of water away from the home.

Plant Selection

Install plants that are suitable to the local climate. Favor native over exotic species. Consider the ultimate size, shape and growth of the species.

Requirements

Depending on the community selected, you may need to obtain approval from the Homeowners Association before designing, installing, or changing the landscaping for your home.

Sod

Newly placed sod requires extra water for several weeks. Water in the cool part of the day (ideally just before sunrise) at regular intervals for the first three weeks. Be aware that new sod and the extra watering it requires can sometimes create drainage concerns (in your yard or your neighbor's) that will disappear when the yard is established and requires normal watering.

Exhibit F - FWC Builder's Warranty & Modified 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Sprinkler System

If FWC included a sprinkler system with your home, the installer will make final adjustments shortly after you move in. The installer will note and correct any deficiencies in the system at the same time.

The Homeowner or HOA is responsible for routine cleaning, adjusting and repairing sprinkler heads as well as shutting the System down in the fall. Failure to drain the system before freezing temperatures occur can result in broken lines.

Automatic timers permit watering at optimum times whether you are at home, away, awake, or asleep. The amount of water provided to each zone can be accurately and consistently controlled and easily adjusted with a timed system.

Trees

FWC values trees as one of the features that make an attractive community. Trees also add value to the homes we build. We take steps to protect and preserve existing trees in the area of your home. In spite of our efforts, existing trees located on construction sites can suffer damage from construction activities, which manifest months after the completion of construction. FWC will not replace trees removed or damaged during the construction of the home.

Damage to existing trees can be caused by such things as compaction of soil in the root zone, changing patterns of water flow on the lot, disturbing the root system, and removing other trees to make room for the home. The newly exposed tree may react to conditions it is unaccustomed to. Caring for existing trees, including pruning dead branches or removing these trees altogether is the Homeowners and HOA's responsibility.

It is the responsibility of the Homeowner or HOA to water trees during the summer or during warm dry periods in the winter.

It is the responsibility of the Homeowner or HOA to mulch and avoid tilling or planting flower beds around trees. This is especially important while trees are recovering from the construction process.

Trees and other plant materials that were on the lot prior to construction are excluded from this Limited Warranty.

Utility Line Trenches

A slight depression may develop in the front lawn along the line of the utility trench. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod.

Before any significant digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires and pipes run in a straight line from the main service to the public supply. All digging will be the responsibility of the Homeowner or HOA.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final walkthrough/Orientation FWC will confirm that the landscaping is properly installed and is in a healthy condition. Landscape materials that FWC installs are warranted for one growing season, spring through fall (but never longer than 18 months from the original date of purchase). Maintaining landscaping is the responsibility of the Homeowner.

Mirrors

Homeowner Use and Maintenance Guidelines

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

To clean your mirrors use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate. Acidic cleaners are usually those that contain ammonia or vinegar. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all mirrors are installed without defects. FWC will only correct scratches, chips, or other damage to mirrors listed on the Final Walkthrough/Orientation Form.

Mold

IMPORTANT INFORMATION YOU SHOULD KNOW ABOUT MOLD

Mold is a type of fungus that spreads through the air in microscopic spores. Mold occurs naturally and is found everywhere that life can be supported. Over 100,000 species of Mold exist in the world and 1000 of these are found in the U.S. In order to grow, mold requires food, air, water, and a temperature between 40 and 100 degrees Fahrenheit. While not all molds are harmful, growth of mold within a home is inappropriate and can potentially cause serious side effects, such as allergic reactions and infections, for the occupants in addition to damaging the material on which it grows. Experts are studying whether more serious side effects are possible. At this point, no agency has been able to set guidelines on how much exposure is harmful because each individual reacts to mold differently.

Designing or building homes that exclude mold spores is impossible. If conditions are right, mold will grow in your home. Items commonly found in all homes--such as wood, carpet, drywall, fabric, and insulation, to name a few, can supply a food source. Likewise, air and temperature in most homes supply the needs of mold spores. If moisture is present and remains on a mold food source, mold can develop within 24 to 48 hours.

Moisture is the only mold growth factor that can be controlled in a home. By minimizing moisture, you reduce or eliminate mold growth. Moisture in your home comes from many sources. The activities of daily living, spills, leaks, overflows, condensation, and high climatic humidity are examples. Good housekeeping and maintenance are essential in your efforts to prevent or eliminate mold growth.

MAINTENANCE GUIDELINES FOR YOUR HOME

Caulking

Maintain all caulking around areas such as windows, doors, sinks, tubs, & showers.

Cleaning

Mold grows well on dust and dirt. Therefore, vacuum and dust regularly. Clean or replace furnace and humidifier filters in accordance with the manufacturer’s recommendations. Keep weep holes for brick and on windows clear. Most bath tile cleaning products contain chemicals that remove and help protect against mold growth. Wipe up any spills immediately.

Condensation

Condensation on surfaces inside your home is a sign of high humidity. If you notice condensation, wipe it up and take steps to reduce the humidity level in your home.

Humidifier

If your home includes a humidifier, operate it in accordance with the manufacturer’s instructions and clean it as recommended in the

Exhibit E - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

manufacturer's literature. If condensation develops, turn the humidifier down or off. FWC does not install Humidifiers and is not responsible for damages associated with the installation or usage of a Humidifier.

Inspections

Check your home regularly for signs of water intrusion. These might include a musty odor, staining, or actual standing moisture. Remember to check inside cabinets under all sinks and behind toilets as well as in seldom used closets. If applicable, confirm your sump pump functions correctly. Check weather stripping, caulking, grout, weep holes, and so on. Check the refrigerator pan, air conditioning condensate line, coils, and condenser pan for signs of mold growth.

Landscaping and Drainage

Maintain positive drainage around your home. Avoid changes to the grade or exterior additions that interfere with drainage away from the home; this includes edging or borders that dam water near the home. Regularly inspect any sprinkler system for correct function. Adjust sprinkler heads to avoid spraying the home and correct any leaks immediately. Keep splash blocks or downspout extensions in place to channel roof water away from your home. Clean gutters as needed to prevent overflow.

Leaks

During the Limited Warranty Period, report any leak(s) to FWC. This includes roof, window, or plumbing leaks. **Failure to report leaks promptly increases your risk and responsibility for repairs.**

Purchases or Stored Items

Carefully inspect items you bring into your home such as boxes that have been in storage or new house plants for any sign of mold, including musty odors.

Tile Grout

Inspect and maintain grout as a seal to keep moisture from reaching the wall behind the tile.

Valves – Water Shut Offs

Be familiar with the shut off valves for all water supply lines in your home. In the event of a leak, immediately shut off the water at the appropriate valve to minimize the amount of water that is released. Clean up the water immediately.

Ventilation

Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the hood fan when you are cooking.
- Turn bath fans on when bathrooms are in use.
- Connect your clothes dryer exhaust to the vent pipe. Clean the exhaust tube as needed to keep it clear and functioning efficiently.
- Air your house by opening windows for a time when weather permits.

Weather Stripping

Weather stripping on doors may need occasional adjustment to prevent moisture from getting in around the door as well as to

Exhibit F FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

reduce air infiltration.

Fading West Construction, LLC Limited Warranty Guidelines

Since Mold results from water leaks or intrusion, during the Limited Warranty Period, FWC will respond and repair water leaks and intrusions that comply with the Standards of Performance contained within this Limited Warranty. The terms of the Limited Warranty applies to all Mold related claims.

Paint and Stain

Homeowner Use and Maintenance Guidelines

Because of changes in the formulas for paint (such as the elimination of lead to make paints safer), painted surfaces must be washed gently using mild soap and as little water as possible. Avoid abrasive cleaners, scouring pads, or scrub brushes. Flat paints show washing marks more easily than gloss paints do. Often better results come from touching up rather than washing the paint.

Colors

Your selection sheets are your record of the paint and stain color names, numbers, and brands in your home. Exterior Paint

Due to weather conditions, fading of exterior paint is to be expected. The degree of fading is dependent upon climatic conditions and the shade of the paint or stain. The fading of paint, varnish, lacquer, or sealed stain on exterior surfaces will deteriorate rapidly and are excluded from this Limited Warranty.

Severe Weather

Hail and wind can cause a great deal of damage in a severe storm, so inspect the house after such weather. Promptly report damage caused by severe weather to your homeowners insurance.

Stain

For minor interior stain touch-ups, a furniture-polish-and-stain treatment is inexpensive, easy to use, and will blend in with the wood grain. Follow the directions on the bottle. (Helpful Hint: A Q-tip may be used to touch up small scratches and smudges).

Touch-Up

When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product.

We provide samples of each paint color used on your home. Store these with the lids tightly in place and in a location where they are not subjected to extreme temperatures.

Fading West Construction, LLC Limited Warranty Guideline

During the Final Walkthrough/Orientation FWC firm that there are no defects in the painted and stained surfaces. FWC will only touch up paint items that were listed on the Final Walkthrough/Orientation Form. You are responsible for all subsequent touch-up of exterior and interior paint.

Cracking

Exhibit E - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

As it ages, exterior wood trim will develop minor cracks and raised grain. Much of this will occur during the first year. Raised grain permits moisture to get under the paint and can result in peeling. This is not a defect in materials or workmanship. Paint maintenance of wood trim and gutters is the Homeowners responsibility and is excluded from this Limited Warranty.

Paint Touch-Ups Will be Visible

Paint touch-up is visible under certain lighting conditions and is excluded from this Limited Warranty.

Wood Grain

Because of wood characteristics, color variations will result when stain is applied to wood. This is natural and requires no repair. Today's water-base paints often make wood grain visible on painted trim. Variations in colors due to wood grain are excluded from this Limited Warranty.

Pests and Wildlife

Homeowner Use and Maintenance Guidelines

Insects such as ants, spiders, wasps, and bees, and animal life such as woodpeckers, squirrels, mice, and snakes, may fail to recognize that your home belongs to you. Addressing concerns involving these pests are the Homeowners or HOA (when applicable) responsibility. Informational resources include, among others, the state wildlife service, animal control authorities, the county extension service, pest control professionals, Internet, and public library. **FWC can not build a home that is airtight or pest & wildlife proof; there will be numerous areas where Pests and Wildlife can enter the home. Entrance into the home and damage caused by Pests and Wildlife is excluded from this Limited Warranty.**

Phone Jacks (If applicable)

Homeowner Use and Maintenance Guidelines

If your home is equipped with telephone jacks as shown on the blueprints and selection sheets. Initiating phone service, additions to phone service, and moving phone jacks for decorating purposes or convenience are your responsibility.

Fading West Construction, LLC Limited Warranty Guideline

During the Limited Warranty period FWC will correct jacks if they are positioned so that a wall phone cannot be installed. For instance, if a kitchen phone outlet is positioned too close to a cabinet or countertop backsplash and prevents a wall phone from being connected, FWC will address this issue.

During the Limited Warranty Period, FWC will repair wiring that does not perform as intended from the phone service box into the home. The phone provider for your home is responsible for the wiring to the phone service box.

Plumbing

Homeowner Use and Maintenance Guidelines

Your home plumbing system has many parts, most of which require maintenance and proper cleaning. Maintenance and cleaning will assure many years of good service from this system.

Aerators

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. Minerals caught in these aerators may cause the faucets to drip because washers wear more rapidly when they come in contact with foreign matter. (Note: Remove the screen and wash out to maintain the aerators).

Cleaning

Follow manufacturer's directions for cleaning fixtures. Avoid abrasive cleansers. They remove the shiny finish and leave behind a porous surface that is difficult to keep clean. Clean plumbing fixtures with a soft sponge and soapy water (a nonabrasive cleaner or a liquid detergent is usually recommended by manufacturers). Then polish the fixtures with a dry cloth to prevent water spots. Care for brass fixtures with a good-quality brass cleaner, available at most home improvement and hardware stores.

Clogs

The main causes of toilet clogs are domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, personal hygiene products and children's toys.

Improper garbage disposal use also causes many plumbing clogs. Always use plenty of cold water when running the disposal. This recommendation also applies to grease; supplied with a steady flow of cold water, the grease congeals and is cut by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run 10 to 15 seconds after shutting off the disposal.

(Helpful Hint: A small amount of ice cubes used in the disposal will sharpen and clean the blades).

You can usually clear clogged traps with a plumber's helper (plunger). If you use chemical agents, follow the directions carefully to avoid personal injury or damage to the fixtures.

Dripping Faucet

You can repair a dripping faucet by shutting off the water at the valve directly under the sink, then removing the faucet stem, changing the washer or insert, and reinstalling the faucet stem. The shower head is repaired the same way. Replace the washer or insert with another of the same type and size. You can minimize the frequency of this repair by remembering not to turn faucets off with excessive force. (Please note that some manufacturers do not use rubber washers). **On faucets with pull out sprayers, it is possible for the sprayer connection at the base of the faucet to come loose due to the pulling out of the sprayer. Please periodically check this connection and tighten as needed.**

Extended Absence

If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Do this by turning off the cold water supply valve on top and the gas control at the bottom. Drain the tank by running a hose from the tank drain on the bottom of the water heater to the basement floor drain. If you leave the tank full, keep the pilot on and set the temperature to its lowest or "vacation" setting. Check manufacturer's directions for additional hints and instructions.

Fiberglass Fixtures

For normal cleaning use a nonabrasive bathroom cleaner and sponge or nylon cleaning pad. Avoid steel wool, scrapers, and scouring pads. Auto wax can provide a shine and restore an attractive appearance.

Freezing Pipes

Exhibit E - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Provided the home is heated at a normal level, pipes should not freeze at temperatures above 0 degrees Fahrenheit. If you are away during the winter months, set the heat at a minimum of 62 degrees Fahrenheit, higher when the temperature drops below 0 degrees Fahrenheit. Keep garage doors closed to protect plumbing lines running through this area from freezing temperatures.

In unusually frigid weather, or if you will be gone more than a day or two, open cabinet doors to allow warmer air to circulate around pipes. Use an ordinary hair dryer to thaw pipes that are frozen. Never use an open flame.

Gold or Brass Finish

Avoid using any abrasive cleaners on gold or antique brass fixtures. Use only mild detergent and water or a cleaning product recommended by the manufacturer.

Jetted Tubs (If applicable)

If your home includes a jetted tub follow manufacturer directions for its use and care. Never operate the jets unless the water level is at least one inch above the jets. Be cautious about using the tub if you are pregnant or have heart disease or high blood pressure; discuss the use of the tub with your doctor. Tie or pin long hair to keep it away from the jets where it might become tangled—a potentially dangerous event.

Clean and disinfect the system every one to two months, depending on usage. To do this, fill the tub with lukewarm water and add one cup of liquid chlorine bleach. Run the jets for 10 to 15 minutes, drain and fill again. Run for 10 minutes with plain water, and then drain.

Leaks

If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home. Then contact FWC during the Limited Warranty Period immediately for service.

Low Flush Toilets

We want to draw your attention to a water-saving regulation that went into effect in 1993, which prohibits the manufacture of toilets that use more than 1.6 gallons of water per flush. In the search for a balance among comfort, convenience, and sensible use of natural resources, the government conducted several studies. The 1.6-gallon toilet turned out to be the size that overall consistently saves water.

As a result of implementing this standard, flushing twice is occasionally necessary to completely empty the toilet bowl. Even though you flush twice on occasion, rest assured that overall you are saving water. Similarly, flow restrictors are manufactured into most faucets and shower heads and cannot be removed. We apologize for any inconvenience this may cause.

Low Water Pressure

Occasional cleaning of the aerators on your faucets (normally every three to four months) will allow proper flow of water. The water department controls the overall water pressure.

Main Shut-Off

The water supply to your home can be shut-off entirely in two locations. The first is at the street and the second is at the meter. We will point both of these out during the Final Walkthrough/Orientation.

Marble or Manufactured Marble

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Marble and manufactured marble will not chip as readily as porcelain enamel but can be damaged by a sharp blow. Avoid abrasive cleansers or razor blades on manufactured marble; both damage the surface. Always mix hot and cold water at manufactured marble sinks; running only hot water can damage the sink. This also applies to Corian and Corian type products.

Outside Faucets

Outside faucets (sill cocks) are freeze-proof, but in order for this feature to be effective, you must remove hoses during cold weather, even if the faucet is located in your garage. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line. **Repair of a broken line that connects to an exterior faucet is the Homeowners responsibility unless the freeze occurred as a result of a defect in the installation of the faucet. FWC will not repair or replace exterior faucets or repair any consequential damage that results from the Homeowners failure to remove a hose or any faucet device from the Exterior Faucet.**

Porcelain

You can damage porcelain enamel with a sharp blow from a heavy object or by scratching. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If you splatter paint onto the porcelain enamel surfaces during redecorating, wipe it up immediately. If a spot dries before you notice it, use a solvent recommended for this specific situation.

Running Toilet

To stop the running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

Shut-Offs

Your main water shut-off or shut-offs are located in the crawl space near the water meter. You use this shut-off for major water emergencies or to completely shut down the water supply to the home.

Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink or for PEX Systems, in the mechanical room.

Stainless Steel

Clean stainless steel sinks with soap and water to preserve their luster. Avoid using abrasive cleaners or steel wool pads; these will damage the finish. Prevent bleach from coming into prolonged contact with the sink as it can pit the surface. An occasional cleaning with a good stainless steel cleaner will enhance the finish. Rub in the direction of the polish or grain lines and dry the sink to prevent water spots.

Avoid leaving produce on a stainless steel surface, since prolonged contact with produce can stain the finish. Also avoid using the sink as a cutting board; sharp knives will gouge the finish.

Local water conditions affect the appearance of stainless steel. A white film can develop on the sink if you have over-softened water or water with a high concentration of minerals. In hard water areas, a brown surface stain that looks like rust can form.

TROUBLESHOOTING TIPS: PLUMBING

Exhibit E - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

No Water Anywhere in the Home

Before calling for service, check to confirm that the:

- Main shut off on the meter inside your home is open.
- Main shut off at the street is open.
- Individual shut-off for each water-using item is open.

No Hot Water - See Water Heater

Leak Involving One Sink, Tub, or Toilet

- Check caulking and grout.
- Confirm shower door or tub enclosure was properly closed.
- Turn water supply off to that item.
- Use other facilities in your home and report the problem to FWC during normal business hours during the Limited Warranty period.

Leak Involving a Main Line

- Turn water off at the meter in your home and call FWC during the Limited Warranty period immediately for service.

Back Up at One Toilet

If only one toilet is affected, corrections occur during normal business hours.

- Shut off the water supply to the toilet involved.
- Use a plunger to clear the blockage.
- Use a snake to clear the blockage. If you've been in your home fewer than 30 days, contact FWC. If you've been in your home over 30 days, contact a drain cleaning (rooter) service. After the 30th day, the Limited Warranty provides no coverage for this unless the back up is the result of a defect in the installation.

Sewer Back Up Affecting Entire Home

If you've been in your home fewer than 30 days, contact FWC, If you've been in your home over 30 days, contact a rooter service. After the 30th day, the Limited Warranty provides no coverage for this unless the back up is the result of a defect in the installation. Remove personal belongings to a safe location. If items are soiled, contact your homeowner insurance company.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all plumbing fixtures are in acceptable condition and are functioning properly, and that all faucets and drains operate freely.

Clogged Drain(s)

FWC will correct clogged drains that occur during the first 30 days after closing. If a household item is removed from a clogged drain during this time, we will bill you for the drain service. After the first 30 days, you are responsible for correcting clogged drains, unless the clog is the result of a defect in installation.

Exhibit F - FWC Builders Warranty & Meritage 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Cosmetic Damage

FWC will repair cosmetic damage that is listed on the Final Walkthrough/Orientation Form.

Freezing Pipes

Provided the home is heated at a normal level, pipes should not freeze. Keep garage doors closed to protect plumbing lines that run through this area. This Limited Warranty excludes coverage for frozen or broken pipes unless the problem is the direct result of an architectural or construction defect.

Leaks

Except where excluded, during the Limited Warranty Period FWC will repair leaks in the plumbing system.

If a plumbing leak caused by a warranted item results in drywall or floor covering damage, FWC will repair or replace items that were part of the home as originally purchased. We do not make adjustments for secondary damages (for example, damage to wallpaper, drapes, and personal belongings).

Noise & Temperature Variations

Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. During the Limited Warranty Period FWC will repair persistent water hammering. Expect temperatures to vary if water is used in more than one location in the home at the exact same time.

Supply

During the Limited Warranty Period FWC will correct construction conditions caused by FWC that disrupt the supply of water to your home. Disruption of service due to failure of the water department system is not the responsibility of FWC.

Toilet Leaks Caused by Cleaning Agents

Cleaning agents that stay in the toilet such as Tidy Bowl or other colored cleaning agents can cause premature failure of the wax seal and plumbing gaskets in the toilet, failures that are the result of the use of these products are excluded from this Limited Warranty.

Railings

Homeowner Use and Maintenance Guidelines

Stained, painted or wrought iron railings in your home require little maintenance beyond occasional dusting or polishing. Protect railings from sharp objects or moisture. Cover them during move-in so large pieces of furniture do not cause dents or scratches.

Due to wood grain, stained and or painted railings will have variations in the color of the stain. Some railings will have seams. This is due to combining several components to complete the railing.

FWC installs railings in positions and locations to comply with applicable building codes and will not be relocated to accommodate the Homeowner.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that there are no defects in the installation of the railings.

Exhibit E - FWC Builder's Warranty for Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

During the Limited Warranty period FWC will repair railings that are not properly installed.

Resilient Flooring/Linoleum/Vinyl Flooring

Homeowner Use and Maintenance Guidelines

Although resilient floors are designed for minimum care, they do have maintenance needs. Follow the manufacturer's specific recommendations for care and cleaning. Some resilient floors require regular application of an approved floor finish. This assures the floor will retain its finish. However, avoid using cleaning or finishing agents on the new floor until the adhesive has thoroughly set. This will take about two weeks.

Color and Pattern

Your color selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Limit Water

Wipe up spills and sweep debris and crumbs instead of washing resilient floors frequently with water. Limit mopping or washing with water; excessive amounts of water on resilient floors can penetrate seams and get under edges, causing the material to lift and curl.

Moving Furniture

Moving appliances across resilient floor covering can result in tears and wrinkles. Install coasters on furniture legs to prevent permanent damage. If you damage the resilient floor, you can have it patched by professionals. If any scraps remain when installation of your floor covering is complete, we leave them in the hope that having the matching dye lot will make such repairs less apparent.

No-Wax Flooring

The resilient flooring installed in your home is the no-wax type. No-wax means a clear, tough coating that provides both a shiny appearance and a durable surface. However, even this surface will scuff or mark. Follow the manufacturer's recommendations for maintaining the finish.

Raised Nail Heads

Raised nail heads are the result of movements of the floor joist caused by natural shrinkage and deflection. If a nail head becomes visible through resilient flooring, you should place a block of wood over it and hit the block with a hammer to reset the nail.

Scrubbing and Buffing

Frequent scrubbing or electric buffing is harder on floors than regular foot traffic. Use acrylic finishes if you scrub or buff.

Seams

Any brand or type of resilient flooring may separate slightly due to shrinkage. Seams can lift or curl if excessive moisture is allowed to penetrate them. You can use a special caulking at tub or floor joints to seal seams at those locations. Avoid getting large amounts of water on the floor from baths and showers.

Fading West Construction, LLC Limited Warranty Guidelines

Exhibit E - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

During the final Walkthrough/Orientation FWC will confirm that there are no defects in resilient floor coverings. FWC will only repair flooring items that are listed on the Final Walkthrough/Orientation Form. This Limited Warranty does not cover damage to resilient floors caused by moving furniture or appliances into the home.

Adhesion

Resilient floor covering should adhere. During the Limited warranty Period, FWC will repair lifting, bubbling and/or nail pops that appear on the surface of the flooring.

Ridges

Your Manufacturer sanded and filled the joints of underlayment to minimize the possibility of ridges showing through resilient floor coverings. Ridging is measured by centering a 6-inch straight edge perpendicular to the ridge with one end tight to the floor. If the opposite end of the straight edge is 1/4 inch or more from the floor, Your Manufacturer will repair this condition during the Limited Warranty Period.

Seams

Seams will occur and are sealed at the time of installation. During the Limited Warranty Period FWC will correct gaps in excess of 1/8 inch where resilient flooring pieces meet or 1/8 inch where resilient flooring meets another material. Seams that gap or curl due to excessive water being applied to the floor from cleaning or leakage is excluded from this Limited Warranty.

Roof

Homeowner Use and Maintenance Guidelines

The shingles on your roof do not require any treatment or sealer. The less activity your roof experiences, the less likely it is that problems will occur.

Severe Weather

After severe storms, from the ground do a visual inspection of the roof for damages. Notify your homeowners insurance if damage is apparent or if you suspect there is damage.

TROUBLESHOOTING TIPS: ROOF LEAK

Please keep in mind that roof leaks cannot be repaired while the roof is wet. However, you can get on the schedule to be inspected when conditions dry out, so call in your roof leak to FWC.

Confirm the source of the water is the roof rather than from a
- —Plumbing leak
- —Open window on a higher floor
- —Ice dam
- —Clogged gutter or downspout
- —Blowing rain or snow coming in through code required roof vents
- —Gap in caulking

Where practical, place a container under dripping water.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call. Remove personal belongings to prevent damage to them. If damage occurs, contact your homeowner insurance company to submit

Exhibit F - FWC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

a claim. Report the leak immediately to FWC.

Fading West Construction, LLC Limited Warranty Guidelines

During the Limited Warranty Period FWC will repair roof leaks other than those caused by severe weather, such as hail or wind, or some action you have taken, such as walking on the roof. Roof repairs are made only when the roof is dry.

Ice Dam

An ice build-up (ice dam) may develop in the eaves during extended periods of cold and snow. See gutters and downspouts for FWC's responsibility.

Severe Weather

During severe weather it is not uncommon for rain and snow to enter the residence through attic vents and for shingles to become loose or blow off. Damage that results from Severe Weather is excluded from the Limited Warranty, unless the damage results from a defect in the installation of the roof or attic vents.

Rough Carpentry

Rough Carpentry includes the framing (structural) components of the home. These components are covered by interior and exterior finishes and do not require maintenance.

Fading West Construction, LLC Limited Warranty Guidelines

Flooring Components

Since the flooring components of your home are constructed with a combination of natural and man made products, floor and stair squeaks are unavoidable. During the Limited Warranty Period FWC will repair floor and stair squeaks as well as stair vibration if they are determined to be a structural deficiency.

Floor Deflection

Floors will deflect (bend) when walked on. This will be more noticeable next to hutches, bookcases, pianos, chairs, and other heavy furniture. This is not a structural deficiency and is excluded from this Limited Warranty.

Floor Level

Floors will be level to within 1/4 inch within any 32-inch distance as measured perpendicular to any ridge or indentation. During the Limited Warranty Period FWC will repair floor(s) that exceed this standard.

Plumb Walls

During the Limited Warranty Period FWC will correct walls that are out of plumb more than 1/2 inch in an 8-foot distance or walls that are bowed more than 1/4 inch in any 16-inch measurement.

Window Openings

Due to the natural wood used in the construction of a home, there will be slight variations (out of plumb) in window openings. Variations in window openings are excluded from this Limited Warranty.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Shower Doors or Tub Enclosures

Homeowner Use and Maintenance Guidelines

Shower doors and tub enclosures require minimal care. Using a squeegee to remove water after a bath or shower will keep mineral residue and soap film to a minimum. A coating of wax can also help prevent build up of minerals and soap.

Use cleaning products suggested by the manufacturer to avoid any damage to the trim and hardware.

Avoid hanging wet towels on corners of doors; the weight can pull the door out of alignment and cause it to leak. Check and perform touch-up caulking on an as needed basis.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm the condition of all shower doors and tub enclosures. FWC will only repair items listed on the Final Walkthrough/Orientation Form. During the Limited Warranty Period FWC warrants that shower doors and tub enclosures will function according to manufacturer specifications.

Siding

Homeowner Use and Maintenance Guidelines

Siding expands and contracts in response to changes in humidity and temperature. Slight waves are visible in siding under moist weather conditions; shrinkage and separations will be more noticeable under dry conditions. These behaviors cannot be entirely eliminated.

Wood and Wood Products

Wood or wood-product siding will require routine refinishing. The timing will vary with climatic conditions. Maintain caulking to minimize moisture entry into the siding. Note that some paint colors will require more maintenance than others and some sides of the home may show signs of wear sooner based on their exposure to the elements. Some wood siding, such as cedar, is subject to more cracking and will require more maintenance attention.

Cement Based Products

Cement based siding will require repainting and caulking just as wood products do. See also Paint and Wood Trim.

Fading West Construction, LLC Limited Warranty Guidelines

During the Limited Warranty Period FWC will correct separation at joints or where siding meets another material if the separation exceeds 1/2”. FWC will not recaulk areas where the caulk has shrunk; this is the Homeowners responsibility (See caulking). During the Limited Warranty Period FWC will repair siding that comes loose or delaminates.

Ventilation

Homeowner Use and Maintenance Guidelines

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking

Exhibit F - PWC Builder's Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. Your attention to ventilation is important to your health and safety.

Attic Vents

Attic ventilation occurs through vents in the soffit (the underside of the overhangs) or on gable ends. Driving rain or snow sometimes enters the attic through the vents. Do not cover them to prevent this.

Daily Habits

Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the hood fan when you are cooking.
- Develop the habit of running the bath fans when bathrooms are in use.
- Air your house by opening windows for a time when weather permits.

Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

Fading West Construction, LLC Limited Warranty Guidelines

FWC warranty guidelines for active components (for example, exhaust fans) are discussed under the appropriate headings (such as electrical systems, heating systems, and so on). Beyond those sections, ventilation or ventilation issues, unless they result from a defect in the construction of the home or from the installation of a Humidifier are excluded from this Limited Warranty. During periods of extreme cold you may experience condensation that forms on the inside of the venting for the bath exhaust fans. When this condensation forms, it may drip through the fan into the bathroom. Since this is due to condensation, it is excluded from this Limited warranty.

Windows, Screens, and Sliding Glass Doors

Homeowner Use and Maintenance Guidelines

Contact a glass company for reglazing of any windows that break. Glass is difficult to install without special tools.

Acrylic Block

Clean during moderate temperatures with only a mild soap and warm water using a sponge or soft cloth and dry with a towel. Avoid abrasive cleaners, commercial glass cleaner, razors, brushes, or scrubbing devices of any kind. Minor scratches can often be minimized by rubbing a mild automotive polish on the window.

Cleaning

FWC will make sure that all windows are free of stickers and paint overspray. However, cleaning windows is your responsibility. Always use approved cleaning products to clean your windows.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside

Exhibit E - FWC Builder's Warranty & Modern 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

temperatures. Your family's lifestyle controls the humidity level within your home. If your home includes a humidifier, closely observe the manufacturer's directions for its use.

Screen Storage and Maintenance

Many homeowners remove and store screens for the winter to allow more light into the home. To make re-installation more convenient, label each screen as you remove it. Use caution: screens perforate easily and the frames bend if they are not handled with care. Prior to reinstalling the screen, clean them with a hose using a gentle spray of water.

Sills

Window sills in your home are made of drywall, wood, wood products, man-made products, or marble. The most common maintenance activity is dusting. Twice a year, check caulking and touch-up as needed. Wax is not necessary but can be used to make sills gleam. Protect wood and wood product sills from moisture. If you arrange plants on a sill, include a plastic tray under the pot.

Sticking Windows

Most sliding windows (both vertical and horizontal) are designed for a 10-pound pull. If sticking occurs or excessive pressure is required to open or close a window, apply a silicone lubricant. This is available at home improvement and hardware stores. Avoid petroleum-based products.

Weep Holes

In heavy rains, water may collect in the bottom channel of window frames. Weep holes are provided to allow excess water to escape to the outside. Keep the bottom window channels and weep holes free of dirt and debris for proper operation.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all windows, screens, and sliding glass doors are not damaged. FWC will only repair or replace the damaged windows and screens listed on the Final Walkthrough/Orientation Form.

Windows should operate with reasonable ease and locks should perform as designed. During the Limited Warranty Period FWC will provide adjustments on windows that do not operate properly.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. You influence the humidity level within your home; see the section on Condensation. Condensation on windows is excluded from this Limited Warranty.

Condensation that accumulates between the panes of glass in dual-glazed windows indicates a broken seal. During the First Year of the Limited Warranty Period and as a courtesy, FWC will replace glass with broken seals. After the first year, refer to the Manufacturer's Warranty for replacement.

Infiltration

Some air and dust will infiltrate around windows, especially before the installation of landscaping in the general area. Dust and air infiltration is excluded from this Limited Warranty.

Exhibit F - NVC Builders Warranty & Modular 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Scratches

During The Final Walkthrough/Orientation FWC confirms that all window glass is free of scratches and damage. FWC will repair or replace windows that have scratches readily visible from a distance of (8) eight feet at The Final Walkthrough/Orientation. Only scratches and damage listed on the Final Walkthrough/Orientation Form will be repaired or replaced

Tinting

If you add tinting to dual-glazed windows, all warranties are voided. Damage can result from condensation or excessive heat build-up between the panes of glass. Refer to the manufacturer's literature for additional information.

Wood Trim

Homeowner Use and Maintenance Guidelines

Shrinkage of wood trim occurs during the first two years or longer, depending on temperature and humidity. All lumber is more vulnerable to shrinkage during the heating season. Maintaining a moderate and stable temperature helps to minimize the effects of shrinkage. Wood will shrink less lengthwise than across the grain. Wood shrinkage can result in separation at joints of trim pieces. You can usually correct this with caulking and touch-up painting.

Shrinkage may also cause a piece of trim to pull away from the wall. If this occurs, drive in another nail close to, but not exactly in, the existing nail hole. Fill the old nail hole with putty and touch up with paint as needed. If the base shoe (small trim between base molding and the floor) appears to be lifting from the floor, this is probably due to slight shrinkage of the floor joists below. Again, you can correct this condition by removing the old nails and renailing.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/OrientationFWC will confirm that wood trim is installed properly without damage. Minor imperfections in wood materials will be visible and will require no action.FWC will correct only the readily noticeable construction damage such as chips and gouges listed on the Final Walkthrough/Orientation Form.

Exterior

Cracks, twisting, shrinking, and the raising of the grain of exterior trim boards and decking, particularly cedar, are considered normal and are a function of the expansion and contraction of natural wood. These items are excluded from the Limited Warranty unless they constitute a construction defect. It is the Homeowners responsibility to maintain these areas with caulking. All natural exterior decking is delivered and installed in its natural condition. Unless dictated by the design guidelines for the community, FWC does not stain or seal the decking. Because of the effects of weather on natural wood, FWC strongly recommends that all natural exterior decking be weatherproofed. Cracking, twisting, shrinking, raised grain, or warping is excluded from this Limited Warranty.

Raised Grain

Because of the effects of weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint and is not covered

Exhibit F - FWC Builder's Warranty & Maurer 10 Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

Fading West Construction, LLC

Express Limited Major Structural Warranty

CONSTRUCTION PERFORMANCE STANDARDS FOR FOUNDATIONS AND MAJOR STRUCTURAL COMPONENTS

(Colorado Only)

Exhibit D – CO Builder Warranty & Module Buyer Structural Coverage

The following Construction Performance Standards are added to the warranty <u>for homes located in Colorado only</u> and are used by Fading West Construction, LLC in determining coverage under the Express Limited Major Structural Defect warranty to which they are attached and identified on the Warranty Confirmation Page.

The following terms when used in these Construction Performance Standards are defined as follows:

Original Construction Elevations – actual elevations of the foundation taken prior to substantial completion of the residential construction project. Such actual elevations shall include elevations of porches and garages if those structures are part of the monolithic foundation. To establish original construction elevations, elevations shall be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken than the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation. The habitable areas of the Home shall be considered the enclosed area in a home that is suitable for year-round residential use excluding garages, porches and/or decks.

Code – the International Residential Code for One- and Two-Family Dwellings published by the International Code Council, or if the context requires, the National Electrical Code.

(a) Performance Standards for Slab Foundations.

(1) Slab foundations should not move differently after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the “Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Colorado Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications:

a. Overall deflection from the Original Construction Elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the non-load-bearing elements of the Home.

b. The slab shall not deflect after construction in a tilting mode in excess of one percent from the Original Construction Elevations resulting in actual observable physical damage to the load-bearing portions of the Home.

(2) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

(b) Performance Standards for Major Structural Load-bearing Portions of a Home other than Slab Foundations.

(1) Floor over pier and beam foundations.
   a. A floor over pier and beam foundation shall not deflect more than L/360 from its Original Construction Elevations and have that movement create actual observable physical damage to the load-bearing portions of the Home identifiable in Section 5.3 of the ASCE Guidelines.
   b. If a floor over pier and beam foundation deflects more than L/360 from its Original Construction Elevation and the movement has created actual observable physical damage to the non-load-bearing elements of a Home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the

ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.

(2) Load-bearing portions.
   a. A load-bearing portion of the Home shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a non- load-bearing element of the Home.
   b. If a load-bearing portion of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a load-bearing portion of the Home, FWC shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.

(3) Deflected load-bearing portion.
   a. A load-bearing portion shall not deflect more than the ratios allowed by the Code.
   b. If a load-bearing portion of the Home is deflected more than the ratios allowed by the Code, FWC shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.

(4) Damaged load-bearing portion.
   a. A load-bearing portion of the Home shall not be so damaged that it compromises the structural integrity or performance of the affected load-bearing portion of the Home.
   b. If a load-bearing portion of the Home is so damaged that it compromises the structural integrity or performance of a load-bearing portion of the Home, FWC shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion.

(5) Separated load-bearing portion.
   a. A load-bearing portion shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the load-bearing portion.
   b. If a load-bearing portion is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a load-bearing portion of the Home, FWC shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the load-bearing portion and the supporting member, to restore the structural integrity of the Home and the performance of the affected load-bearing portion.

(6) Non-performing load-bearing portion.
   a. A load-bearing portion of the Home shall function as required by the Code.
   b. If a load-bearing portion of the Home does not function as required by the Code, FWC shall take such action as necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph

Exhibit F - 10C Builder's Warranty & Limited 10-Year Structural Coverage

"Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited."

2-10 HOME BUYERS WARRANTY®

LONG LIVE HAPPY HOMES®

Modular Homes

10-YEAR STRUCTURAL WARRANTY

$150,000 WARRANTY LIMIT

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

FADING WEST Building Systems

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

CERTIFICATE OF WARRANTY
10-YEAR STRUCTURAL WARRANTY

Congratulations! You are purchasing a Home with express Limited Structural Warranty protection provided by a manufacturer enrolled in 2-10 Home Buyers Warranty® (HBW®) Program. Under the terms, conditions, and exclusions in this Limited Structural Warranty, Your home will be provided with limited Structural Defect coverage* as specified for ten years from the date of first occupancy of the Home by the original homeowner.

This is Your Certificate of Warranty, and along with your HBW structural warranty is Your Warranty contract. Keep these documents with Your other important papers. This is the complete agreement between the manufacturer and You related to the subject matter herein, and supercedes any other representations or agreements made by any person.

COMMITMENT, VALUE AND PROTECTION:

HBW has been committed to the betterment of the residential housing industry for over 35 years, offering our customers and their homeowners real value for their warranty investment.

- 5.5 million new and pre-owned homes have HBW Warranty coverage.
- Over 400 dedicated employees stand behind the HBW symbol.
- Largest national new home warranty program.
- Industry's most comprehensive structural warranty program.
- Strong insurance backing from New Home Warranty Insurance Company, a Risk Retention Group (NHWIC) and reinsured through Swiss Re America, an "A+" rated global reinsurer.

Exhibit F - EWC Builders Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

To register your warranty, please complete the following:

HOUSING UNIT'S SERIAL NUMBER: _____

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

EMAIL ADDRESS: _____

DATE ORIGINAL OWNER MOVED INTO HOME: _____

MODULAR MANUFACTURED HOME NAME: _____

MODULAR MANUFACTURED HOME ADDRESS: _____

Note: Effective Date of Warranty is the date of first occupancy of the Home by the original owner.

SALES PRICE OF HOME:

I acknowledge that I (We) have read and understand this Limited Structural Warranty and consent to its terms and conditions including the binding ARBITRATION provision. The arbitration provided for in this Limited Structural Warranty shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1, et.seq.).

I (We) also understand that this is a limited warranty and there are exclusions which are not covered by this warranty. The warranty limit of liability is equal to the SALES PRICE of the manufactured unit as shipped from the manufacturer or $150,000 whichever is less.

Homeowner's Signature: _____ Date: _____

Homeowner's Signature: _____ Date: _____

Return the signed form within 30 days to:

2-10 Home Buyers Warranty
PO Box 371348
Denver, CO 80237
FAX: 303.306.2222
EMAIL: 210HBW@2-10.com

Not approved for VA/FHA/RHS permanent foundation financing.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

A. Coverage

For ten years from the Effective Date of Warranty, Your Home will be free of qualifying Structural Defects that occur in the Home FROM THE SILL PLATE UP.

THIS WARRANTY IS NOT AN INSURANCE POLICY, it is an EXPRESS LIMITED WARRANTY offered by the manufacturer of Your Home, which coverage is insured by New Home Warranty Insurance Company, a Risk Retention Group ("NHWIC"). 2-10 Home Buyers Warranty Corporation ("2-10 HBW") is the administrator of the Limited Structural Warranty. 2-10 HBW is NOT an insurer and has no financial obligations to You. **By acceptance of this Limited Structural Warranty, You waive and relinquish any and all implied warranties of habitability pertaining to structural defects to the extent allowed by the laws of Your State. ATTENTION NEW JERSEY BUILDERS, HOMEOWNERS AND CONSTRUCTION CODE OFFICIALS: THIS MANUFACTURERS WARRANTY DOES NOT MEET THE REQUIREMENTS OF THE NEW HOME WARRANTY AND BUILDERS' REGISTRATION ACT (P.L. 1977, c.467) AND ATTENDENT REGULATIONS (N.J.A.C. 5:25-1.1 et seq.).**

B. Limit of Liability

The maximum limit of liability during the ten-year term of this Limited Structural Warranty for any one claim and/or all claims in aggregate that are paid during the Warranty Term is limited to the price of the Home shipped from the manufacturer or $150,000 whichever is less. This is the "Warranty Limit". When the Warranty Limit has been paid, Your warranty rights are extinguished. All of NHWIC's costs of designing and performing repairs to Your Home, or any cash payment paid to You in lieu of repairs, are deducted from Your Warranty Limit. The manufacturer or NHWIC has the sole right to choose to do the repair required (including the method of repair), or pay its fair value. The design, method or manner of such repair shall be within the sole discretion of the manufacturer, if the manufacturer pays for the repair or NHWIC, if NHWIC pays for the repair.

C. Arbitration

Any and all claims, disputes and controversies by or between the homeowner, the manufacturer, NHWIC and/or 2-10 HBW, or any combination of the foregoing, arising from or related to this Limited Structural Warranty, shall be settled by binding arbitration.

Agreeing to arbitration means You are waiving Your right to a jury trial, class action or consolidation.

The arbitration shall be conducted by DeMars & Associates, Ltd. or Construction Dispute Resolution Services, LLC. The arbitration shall be conducted pursuant to the applicable rules of the arbitration service unless noted otherwise. The choice of arbitration service shall be that of the homeowner. The arbitration shall be held in the home.

Any person in contractual privity with the manufacturer who may be responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

The parties expressly agree that this Limited Structural Warranty and this arbitration agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

D. Definitions

"Effective Date of Warranty" is the date of first occupancy of the Home by the original owner.

"Sill Plate" is the horizontal structural member which rests on top of the foundation of the Home and is immediately below the floor framing system.

"Housing Unit/Home" is the physical unit as manufactured at the manufacturer's plant, and, with the unit serial number on file with NHWIC.

"Structural Defect" is actual physical damage to the following designated load-bearing elements of the Home caused by failure of such load-bearing elements which affected their load-bearing function to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable:

1. Beams;
2. Girders;
3. Headers;
4. Columns;
5. Load-bearing interior and exterior walls and partitions;
6. Floor joists and trusses;
7. Ceiling joists; and
8. Roof joists, rafters and trusses.

Examples of the elements which, under the Limited Structural Warranty, are deemed not to have Structural Defect potential are:

a) non load-bearing partitions and walls;
b) wall tile or paper, etc.;
c) plaster, laths, or drywall;
d) flooring and sub-flooring material;
e) brick, stucco, stone, or veneer;
f) any type of exterior siding;
g) roof shingles, sheathing, and felt paper;
h) heating, cooling, ventilation, plumbing, electrical, and mechanical systems;
i) appliances, fixtures, or items of equipment; and
j) doors, trim, cabinets, hardware, insulation, paint, and stains.

"Warranty Term" is the period during which a warranted defect must first occur in order to be covered hereunder. The Warranty Term begins on the Effective

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Date of Warranty and ends ten (10) years thereafter.

"You" or "Your" means the person(s) who hold title to the Home.

E. Exclusions

This Limited Structural Warranty coverage does not apply to:

1. Any item not supplied and installed by the manufacturer;
2. Defects arising from transportation or installation;
3. Damage to real property that is not part of Your Home;
4. The foundation;
5. Homes located in, or that may be relocated to, Alaska or outside of the United States.
6. Defects in any property which was not included in the original Home delivered for the original manufacturer's sales price;
7. Loss or damage which arises while Your Home is being used primarily for nonresidential purposes;
8. Failure of Your manufacturer to complete construction;
9. Noncompliance with plans and specifications; violations of local or national building codes, ordinances or standards;
10. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever:
    a) Negligence, improper maintenance, defective material or work supplied by, or improper operation by anyone other than Your manufacturer or its employees, agents or subcontractors,
    b) Your failure to give prompt and proper notice to 2-10 HBW and Your manufacturer of any defect;
    c) Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practical;
    d) Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, flood, dampness, condensation, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, landslide, avalanche, earthquake, volcanic eruption;
    e) Abuse or use of Your Home, or any part thereof, beyond the reasonable capacity of such part for such use;
    f) Microorganisms, decay, rotting of any kind, mold, mildew, vermin, termites, insects, plants, corrosion, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic,
    g) Improper surface drainage;
    h) Foundation movement;
    i) Inadequate anchoring or securing of Your home to the foundation;
11. Damage due to subsidence, expansion, frost heave, or any other soil movement;
12. Any damage You knew about prior to the Effective Date of Warranty;
13. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds;
14. Any loss or damage to the extent the loss or damage is covered by any other insurance, whether primary, excess, pro-rata or contingent;
15. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance;
16. Diminished market value of Your Home;
17. Any and all consequential loss or damage.

F. Warranty Transferable

All of Your rights and obligations hereunder shall fully transfer to each successor in title to the Home, including any mortgages and possessors for the remainder of the Warranty Term, and any such transfer shall in no way affect or reduce the coverage as defined in this Limited Structural Warranty for its remaining term and remaining warranty limit.

G. Conditions

1. Other insurance. If there is other insurance covering the same loss or damage, NHWIC will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether collectable or not. NHWIC will not pay more than the applicable Warranty Limit.
2. Your duty when loss occurs:
    a) Send notice by certified mail, return receipt requested, so You will have record of when the notice was sent. Be specific and send photos, if available. Include a copy of Your Certificate of Warranty and a $200 claim investigation fee made payable to NHWIC, RRG. The claims investigation fee will be refunded to You if the claim is accepted by NHWIC. Remittance should be mailed to 2-10 Home Buyers Warranty, 13900 E. Harvard Ave., Aurora, CO 80014. The phone number is 855.429.2109.
    b) If Your home is in a multi-family building, notice for each affected building must be made by the Homeowners' association or its designated representative.
    c) Your claim must be filed within sixty (60) days from the date You became aware of any defect and no later than thirty (30) days after the expiration of the Warranty Term. Claims received after that will be denied.
    d) You must permit access to Your Home during normal business hours for NHWIC, the manufacturer and its contractors to conduct all necessary inspections and to perform repairs. Failure to allow access will void the Limited Structural Warranty.
    e) If You repair (or cause to be repaired) any claimed defect before allowing NHWIC the opportunity to perform an inspection, NHWIC will not accept Your claim, unless the repairs were done on an emergency basis with prior authorization from NHWIC. If NHWIC is unavailable for emergency authorization, You must make minimal repairs in order to mitigate further damages and report the emergency to NHWIC on the next business day. NHWIC will not reimburse for any unauthorized repairs unless the above procedures have been followed.
3. Subrogation. In the event of payment by NHWIC of loss hereunder, NHWIC shall be subrogated to all rights of the person(s) receiving payment against any party responsible for the defective materials or workmanship out of which NHWIC's loss payment arises except that NHWIC shall have no rights of subrogation against the manufacturer regarding Structural Defect losses.

Example - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Exhibit F - FWC Builder's Warranty & Modular 10 Year Structural Coverage

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.



For more information, call 855.429.2109
or visit 2-10.com

Exhibit F - FWC Builder's Warranty & Master 10 Year Structural Coverage

2-10 Home Buyers Warranty® is a registered mark of Home Buyers Warranty Services, LLC.
© 2015 Home Buyers Warranty Services, LLC.

2-10 HOME BUYERS WARRANTY SERVICES, LLC. • Warranty Administration Office • 13900 E Harvard Ave • Aurora, CO 80014 • 855.429.2109

© 2015 Home Buyers Warranty Services, LLC. All rights reserved.

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

DR 0180 (02/99)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
98-02498-0000	40 027 N 010180	SEP 22 2000

200 E VIRGINIA AV GUNNISON CO

COUNTY OF GUNNISON
GUNNISON COUNTY
200 E VIRGINIA AV
GUNNISON CO 81230-2297

Fred Fisher
Executive Director
Department of Revenue

Exhibit G - Sales Tax Exemption Certification

Fading West Construction, LLC and its affiliates Confidentiality Notice: This document including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement; Colorado Department of Human Services;

Action Requested:

Parties to the Agreement: Colorado Department of Human Services

Term Begins: 11/01/2022 **Term Ends:** **Grant Contract #:**

Summary:

Funds will be used to increase enrollment and decrease denials

Fiscal Impact: 26000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 11/18/2022

County Attorney Review: (●) Required ( ) Not Required

Comments:

Appears legally sufficient, but not exactly sure what action is being requested of BOCC based on ambiguity of submission. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/1/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/18/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

COLORADO
Department of Human Services

OPERATION MEMO

Title: 2022-2023 Low Income Energy Assistance Program (LEAP) and Low Income Household Water Assistance Program (LIHWAP) Administrative and Outreach Allocations		**Office/Division:** Economic Security/Food and Energy Assistance
Memo number: OM-FEA-2022-0015		**Program area:** Low-Income Energy Assistance (LEAP) and Low Income Household Water Assistance Program (LIHWAP)
Outcome: County Departments will use their allocations to develop a budget to administer and conduct outreach for LEAP and LIHWAP.		
Pertinent statute/rule: 9 CCR 2503-7; Section 3.770; American Rescue Plan Act of 2021 (PL 117-2); The Consolidated Appropriations Act, 2021 (PL 116-260)		
Keywords: low-income energy assistance, LEAP, LIHEAP, allocation, outreach, budget, heat, heating, water, drinking water, wastewater, Low Income Household Water Assistance Program, LIHWAP		
Issue date: October 25, 2022	**Effective:** October 1, 2022	**Expires:** September 30, 2023

Intended recipients

County Departments of Human Services Directors and County LEAP Managers.

Purpose

The purpose of this letter is to provide county departments with the 2022-2023 LEAP and LIHWAP program administration and outreach allocations. The funds are available for use from October 1, 2022 through September 30, 2023. Please note that each county who has opted into the statewide contract with Goodwill Colorado has not been allocated administrative funds.

Action

Develop an administration and outreach budget for the 2022-2023 LEAP and LIHWAP program year based on the allocations awarded. Continue to use separate CFMS codes for LEAP administration and LIHWAP administration. CFMS codes for Outreach and the Outreach Incentive Program are unchanged.

Background

Though Congress has not yet passed a Low Income Energy Assistance Program (LIHEAP) budget for federal fiscal year (FFY) 2023, allocations for FFY 2023 have been established based on the increase in applications in FFY 2022.

Funds through ARPA and the Consolidated Appropriations Act, 2021 (CAA) for Low Income Household Water Assistance Program (LIHWAP) are still available, and The State is pleased to offer the program again for the 2023 FFY.

Administration time spent on LEAP should both be charged to the Basic Administration Allocation. Counties are to continue using CFMS code L100-5100.

To benefit from LIHWAP, applicants must first be approved for LEAP. If the applicant also pays a water vendor directly for their drinking water and/or wastewater bill, and the applicant is in arrears with its water vendor(s), they may be eligible for water assistance.

Because LIHEAP funds may only be used for heating assistance, and because LIHWAP funds may only be used for water assistance, counties must distinguish between the administrative time spent on the heating assistance portion of processing the LEAP application and the administrative time spent on the water assistance portion of processing the LEAP application. It is permissible for counties to estimate the administrative time spent on each program if those estimates are reasonable. For example, a county may measure the time spent on the water portion for a few applications, determine an average amount of time spent, and apply that average to the full LIHWAP application caseload for the month.

Benefit

The minimum LEAP benefit will be $250 and the maximum $1000 for the 2022-2023 heating season (November 1, 2022 – April 30, 2023). There will be no statewide adjustment to the benefit. There is no minimum or maximum LIHWAP benefit. Colorado's goal for its LIHWAP program is to eliminate arrears on all eligible drinking water and wastewater bills.

Basic Administration Allocation (CFMS Code L100-5100) The statewide LEAP administrative allocation available for 2022-2023 is $4,510,000. County allocations were determined based on the total number of applications processed in 2021-2022.

CDHS formalized the process for handling over expenditures pursuant to Volume 3.770 in FFY 2013 and will continue to disallow reimbursement for expenditures more than the county's allocation unless a written request providing justification for an increase is approved by the LEAP Manager. Please track spending throughout the program year. If you determine that you need supplemental administrative or outreach funding, submit a letter documenting the need to:

Theresa Kullen, LEAP Manager

1575 Sherman Street
Denver, CO 80203
Theresa.kullen@state.co.us

Allowable administrative expenditures include:

1. Personnel costs: Includes LEAP supervisors, eligibility technicians, clerks, data entry personnel, and support staff (e.g. accountants).
2. Office Rent
3. Office Furnishings
4. Telephone Expenses
5. Automated Systems: Include computer hardware, software, maintenance, Internet access, and so on.
6. Office Supplies and Equipment
7. Mailing Costs: Includes costs to mail letters requesting earnings documentation, heating bills, or other verification required to determine eligibility and benefit amount.
8. Travel: Includes transportation costs between local offices, utility company sites, and travel to meetings, conferences, and so on.

LIHWAP Administration (CFMS Code L102-5100)
The directions regarding LEAP administration apply to LIHWAP administration, except that counties must charge LIHWAP administration to the LIHWAP administration codes.

Outreach Allocation (CFMS Code L300-5200) (No change from last year)
The methodology to determine county outreach allocations mirrors the process used to determine administration funding. The statewide total available for county outreach in FFY 2022-2023 is $600,000. Remember that outreach funds can be used for application assistance but not eligibility determination. Counties must ensure that outreach expenditures are used for allowable activities. Expenses charged to outreach should be designated as:

1. Mailing Costs: Mailing LEAP applications, flyers, and return envelopes to potential clients by county staff. This includes mass mailings to all current public assistance households, non-public assistance food assistance households, and last year's LEAP-only approved households. In addition, any daily individual mailings in response to requests by potential clients and/or any supplemental or additional mailings to LEAP clients is considered outreach.
2. Phone Inquiries: LEAP regulations require county departments to have sufficient telephone lines to ensure access to information without office visits. Negotiations with fuel vendors to forestall shutoffs, exchanging information with vendors regarding applicants, or answering specific case questions for applicants are not considered outreach activities.
3. Countywide Outreach Visits: County employee visits to various locations to distribute outreach materials and make presentations to community and senior organizations.
4. Visits to Outlying Locations: County outreach workers may make visits to "outstations," such as senior centers and utility companies to provide application

forms, assist with application completion, and answer questions regarding the program.
5. Home Visits: Visits to homebound applicants to assist in completing applications.
6. Group Intake/Orientation: Informational review of applications and verification requirements with a group of potential applicants.
7. Specific Weatherization/Energy Conservation Outreach: Presentations at intake sessions and with community groups which offer energy saving tips for homes, apartments, and mobile homes. County workers who make these presentations may answer questions concerning energy conservation and the weatherization program.
8. Referral: Workers often refer clients with home heating-related problems to other social services programs and community organizations, such as weatherization, the Red Cross, and furnace repair services.
9. Advertisement: Costs of placing advertisements in local publications or buying radio or TV advertisements.
10. Supervision for activities 1 through 9: Supervision generally includes planning each activity, monitoring its effectiveness, and making adjustments/changes. Costs associated with supervision are personnel services, travel, and operating costs (e.g. telephone, postage, envelopes, and advertisement).

Outreach Incentive Program Allocation (CFMS Code L305-5200) (No change from last year)
As announced in an Operation Memo sent on October 6, 2022, counties are eligible to receive an allocation of $26,000.00 for outreach activities for FFY 2022-2023 if they timely returned a signed agreement and plan to meet the goals of the LEAP Outreach Incentive Program. Those counties are listed on the enclosed table. Counties should track the Outreach Incentive Program's expenditures separately from the Outreach allocation.

Attachments

None.

Supersedes

N/A

Contact

For more information about this memo, please contact Theresa Kullen, 720.788.8050, Theresa.kullen@state.co.us

Operation memos are active for three years; then they are archived and re-issued if necessary. Access the CDHS Memo Series at https://www.colorado.gov/pacific/cdhs/cdhs-memo-series

LEAP ALLOCATION CHART						
	2022-23	2022-23	2022-23	2022-23	2021-22	
	ADMIN	WATER ADMIN	OUTREACH	INCENTIVE	TOTAL APPS	PERCENTAGES
ADAMS	$417,907	$30,400	$55,597	$26,000	10,950	9.2662%
ALAMOSA	$57,324	$3,050	$7,626	$26,000	1,502	1.2710%
ARAPAHOE	$0		$63,010		12,410	10.5017%
ARCHULETA	$0		$2,006	$26,000	395	0.3343%
BACA	$0		$1,107	$26,000	218	0.1845%
BENT	$0		$1,686	$26,000	332	0.2809%
BOULDER	$0		$20,406		4,019	3.4010%
BROOMFIELD	$0		$2,859		563	0.4764%
CHAFFEE	$0		$2,158		425	0.3596%
CHEYENNE	$0		$335	$26,000	66	0.0559%
CLEAR CREEK	$0		$1,142	$26,000	225	0.1904%
CONEJOS	$0		$3,849		758	0.6414%
COSTILLA	$0		$3,382	$26,000	666	0.5636%
CROWLEY	$0		$1,544	$26,000	304	0.2573%
CUSTER	$8,205	$380	$1,092		215	0.1819%
DELTA	$0		$7,494		1,476	1.2490%
DENVER	$0		$71,708		14,123	11.9513%
DOLORES	$4,465	$200	$594	$26,000	117	0.0990%
DOUGLAS	$0		$7,210		1,420	1.2016%
EAGLE	$0		$863		170	0.1439%
EL PASO	$0		$87,123		17159	14.5205%
ELBERT	$0		$1,259		248	0.2099%
FREMONT	$0		$9,881		1,946	1.6468%
GARFIELD	$0		$3,971		782	0.6618%
GILPIN	$0		$680	$26,000	134	0.1134%
GRAND	$0		$655		129	0.1092%
GUNNISON	$0		$1,615	$26,000	318	0.2691%

HINSDALE	$0		$91		18	0.0152%
HUERFANO	$0		$3,437	$26,000	677	0.5729%
JACKSON	$0		$249		49	0.0415%
JEFFERSON	$0		$37,832	$26,000	7,451	6.3053%
KIOWA	$2,404		$320	$26,000	63	0.0533%
KIT CARSON	$0		$944		186	0.1574%
LA PLATA	$0		$4,250		837	0.7083%
LAKE	$0		$823	$26,000	162	0.1371%
LARIMER	$0		$29,246		5,760	4.8743%
LAS ANIMAS	$0		$5,626	$26,000	1,108	0.9376%
LINCOLN	$0		$914		180	0.1523%
LOGAN	$0		$5,321		1048	0.8869%
MESA	$0		$25,763	$26,000	5,074	4.2938%
MINERAL	$878	$50	$117	$5,000	23	0.0195%
MOFFAT	$0		$2,102		414	0.3503%
MONTEZUMA	$0		$5,687		1,120	0.9478%
MONTROSE	$57,553		$7,657	$26,000	1,508	1.2761%
MORGAN	$0		$3,981	$26,000	784	0.6634%
OTERO	$60,606	$2,230	$8,063	$26,000	1,588	1.3438%
OURAY	$0		$442		87	0.0736%
PARK	$0		$1,934	$26,000	381	0.3224%
PHILLIPS	$0		$625		123	0.1041%
PITKIN	$0		$300	$26,000	59	0.0499%
PROWERS	$0		$3,336		657	0.5560%
PUEBLO	$374,208	$18,800	$49,784	$26,000	9,805	8.2973%
RIO BLANCO	$0		$838		165	0.1396%
RIO GRANDE	$33,852	$1,770	$4,504	$26,000	887	0.7506%
ROUTT	$0		$853	$26,000	168	0.1422%
SAGUACHE	$0		$2,417		476	0.4028%
SAN JUAN	$0		$244	26000	48	0.0406%
SAN MIGUEL	$0		$493	$26,000	97	0.0821%
SEDGWICK	$0		$589		116	0.0982%
SUMMIT	$0		$482	$26,000	95	0.0804%

TELLER	$0		$3,295	$26,000	649	0.5492%
WASHINGTON	$0		$1,056	$26,000	208	0.1760%
WELD	$0		$24,265	$26,000	4,779	4.0441%
YUMA	$0		$1,274	$26,000	251	0.2124%
Total	*$1,017,403*	*$56,880*	*$600,000*	*$863,000*	*118,171*	*100.00%*

COLORADO
Department of Human Services

2022-2023 LEAP Outreach Incentive Program Agreement

County Responsibilities:

- Submit a plan for meeting the outreach goals to the State LEAP Office by October 14, 2022.
- Ensure that the county is staffed with someone who is trained to assist clients with filling out their LEAP applications either in the county's lobby, over the phone, or through use of virtual tools.
- Provide the State LEAP Office with the name(s) and contact information for the individual(s) who will assist LEAP applicants or otherwise act as the county's LEAP outreach representatives.
- Use any funds remaining after ensuring direct LEAP application assistance is available to engage in targeted outreach, such as engagement at community events and sharing LEAP information with community centers.
- If the county's LEAP program is administered by Goodwill Colorado, the county will assist Goodwill Colorado by providing the information available and necessary to process an application for LEAP.
- Accurately track and code any expenditures related to the Outreach Incentive Program to the following in CFMS:

Program #:	L305
Program Description:	LEAP Outreach Incentive Program
Function #:	5200
Function Description:	IM LEAP Outreach

State LEAP Office Responsibilities:

- Allocate $26,000.00 to the county to fund the Outreach Incentive Program. Funds will be available from November 1, 2022 through September, 30, 2023.
- Be available to answer all county questions and assist with any matters that may arise as a result of implementing the Outreach Incentive Program.
- Oversee and monitor the outcomes of the Outreach Incentive Program by measuring the number of applications denied for failure to provide verification of information.
- Make outcomes information available to the county upon request.

Joni Reynolds
County Representative Name & Signature

Gunnison Hinsdale County

Theresa Kullen

State LEAP Office

1575 Sherman Street, Denver, CO 80203 P 303.866.5700
www.colorado.gov/CDHS

Gunnison County
COLORADO

HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3
Public Health Phone: (970) 641-0209 Fax: (970) 641-8
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

PURPOSE

Gunnison County Department of Health and Human Services (DHHS) has developed a plan and procedure to implement and meet LEAP Outreach goals for FY 2022/2023.

BACKGROUND

Gunnison County DHHS has designated an office located within our building for LEAP outreach purposes with intent to reduce the number of denials for missing verifications or incomplete information on applications and increase the number of applications received through education the public about LEAP.

The following process will be implemented during the 2022/23 LEAP season:

ACTION

The office will be staffed during business hours by a LEAP technician to assist with answering questions, completing applications, gathering verifications/information and referring to other resources. Assistance will also be provided over the phone, mail and through email, as well as in homes and other locations. Applications will be screened for completeness upon receipt with the applicant present to ensure and improve upon the one-touch-and-done approach. Applications will also be screened for emergencies with intent to process in the same day with minimum outcome of a 10 day hold being placed on accounts when appropriate. An attempt to have services reinstated will be made in the event that the heat sources have been disconnected. LEAP techs will address all incoming inquiries and advise any household interested in applying of the process for in-person, telephonic and online via PEAK. In our effort to reduce case denials technicians will be making phone calls or contact via email to other agencies or entities to get collateral contacts verifications. LEAP techs will also contact clients via text messages, phone calls, and emails to remind clients of pending verifications.

Outreach will be conducted in the community at the senior center, local food banks, apartment complexes, other nonprofits organization and local churches.

To better serve our Spanish speaking community, Gunnison County will hire a Bi-Lingual LEAP tech. LEAP will be supervised by Blair Burgess, who attended training in the month of September. We will provide further information and will enroll the new person in training once a candidate is selected and hire date is confirmed. All LEAP expenditures will be tracked and coded appropriately in CFMS.

Gunnison County
COLORADO

HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3
Public Health Phone: (970) 641-0209 Fax: (970) 641-8
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

LEAP
Office of Economic Security
1575 Sherman Street, Denver, CO 80203
Montrose, CO 81401

RE: LEAP Incentive Funding

Please see the attached plan identifying how Gunnison County will meet the outreach goals with the purpose of decreasing denials and increasing enrollment in the LEAP program.

Elizabeth Holena
Senior Resource Office Program Manager
Gunnison County Health and Human Services

LEAP
2022-2023

	Budget
Personnel	
Salary-PT	16000.00
Fringe	0.00
Total Personnel	**16000.00**
Supplies & Operating	
Office supplies	
Operating Supplies	
Computer under 1000	
Other Pro services	10000.00
Meeting Supplies	
Meeting Meals	
Travel - Trans/Motorpool	
Contributions	
Total Supplies & Operating	**10000.00**
Total Expenses	**26000.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement between Parent Possible an

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

We need a signature for the MOA for staff from DHHS and Juvenile Services to provide Parents and Teachers in the community

Fiscal Impact:

Submitted by: Marilyn Cheever **Submitter's Email Address:** marilyn.cheever@state.co.us

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Parent Possible declined to agree to standard insurance, indemnity, independent contract, and governmental immunity provisions. Juv Serv desires MOA to move forward as this MOA relates to grant monies received to implement Parents as Teachers programs. ASFR 11.30.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 11/30/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/6/2022

Revised April 2015

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

MEMORANDUM OF AGREEMENT
between Parent Possible and Gunnison County Health and Human Services

This agreement highlights the roles and responsibilities of both Parent Possible and Gunnison County Health and Human Services (herein referred to as "PAT site"). The PAT site agrees to designate an individual (herein referred to as "PAT Supervisor") responsible for administering Parents as Teachers (PAT) in their local community (including Gunnison and Hinsdale counties). The PAT site shall not expand outside of their current service area without prior discussion with the PAT Program Director or PAT Program Manager at Parent Possible. The PAT site agrees to remain a PAT Affiliate in order to receive the following support from Parent Possible.

Parent Possible State Office Commitment:

1. Training and Technical Assistance (T/A): Parent Possible will provide relevant, critical training to PAT staff in Colorado to enhance program implementation and to purposefully connect program staff with each other to share best practices. Parent Possible will provide PAT site an opportunity for feedback after trainings and an opportunity to provide input on training needs via an annual needs assessment survey. Annual training and T/A activities include:

   PAT Core Trainings
   - Foundational Training and Model Implementation Training - at least two held with the Colorado Training Team each year
   - Foundational 2 (3 Through Kindergarten) Training - at least two held with the Colorado Training Team each year

   Grantee Trainings
   - Covering model fidelity requirements, reporting requirements, resources, supervision, and best practices for specific grants
   - Held at least annually by grant source (MIECHV, TGYS), more often for grant-related special topics (evaluation, financial reporting, etc.)

   New Supervisor On-Boarding
   - Facilitate access to necessary resources, such as Basecamp, PATNC Portal, and Visit Tracker
   - Facilitate access to and registration information about appropriate trainings, which could include PATNC New Supervisor Institute, Reflective Supervision, and evaluation tools
   - Provide on-boarding training about Parent Possible and the intermediary role
   - Provide regular on-boarding meetings with the PAT team as needed

   Topical Workshops/Trainings
   - To strengthen PAT Parent Educator and PAT Supervisor core competencies; topics and schedule vary based on ongoing projects and annual needs assessment
   - Workshops/Trainings may be hosted by Parent Possible or may be provided by other trainers recommended by Parent Possible

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

Topical Calls/Webinars

- Monthly calls to strengthen affiliate model fidelity and provide important updates from PAT National Center (PATNC) related to Essential Requirements and Quality Standards; topics and schedule vary based on annual needs assessment
- Additional monthly calls for MIECHV-funded sites

Quarterly Teleconference Calls/Webinars

- To provide relevant, state-level updates to all PAT and HIPPY sites

Annual Parent Possible Home Visiting Conference

- To provide relevant and valuable professional development and networking opportunities for PAT Parent Educators and Supervisors
- Workshops will be planned using input from affiliate conference committee as well as training needs assessment and feedback surveys

2. Quality and Fidelity Assurances: Parent Possible will provide support to PAT site to ensure program fidelity to model standards. Quality and fidelity services and activities include:

PAT Start-Up Assistance

- Outreach presentations to community members to encourage new PAT site development
- Consultation on the completion of the Affiliate Plan, Foundational Training, and understanding the PAT Essential Requirements
- On-site or virtual assistance with new PAT sites to ensure adequacy of systems to support implementation with fidelity
- New Supervisor orientation including data collection
- Telephone consultation and/or in-person meetings with funding partners of new PAT sites

Pre-Award Risk Assessment

- On-site verification that PAT site's financial systems comply with Parent Possible's grant funding at the start of any new funding relationship with sites
- Desk-based monitoring throughout the duration of the funding if low-risk; additional on-site monitoring and T/A if high risk or if significant change occurs in organizational or fiscal leadership

PAT Fidelity Site Visits

- On-site visits (if deemed safe) with PAT site to observe programming and review files and documentation to ensure model implemented with fidelity
- Annual on-site or virtual visits for all MIECHV-funded PAT sites; at least once every two years for all other sites; as needed by PAT site request or if significant changes at PAT site
- Written feedback to sites after site visits to include goals for Continuous Quality Improvement (CQI)

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

Quality Consultation/Support/Quality Endorsement & Improvement Process (QEIP)

- Support to sites that do not meet full fidelity in completing their PAT Essential Requirements Success Plan
- Partner with sites participating in the PATNC Target Fidelity Project to implement Success Plan and monitor PAT fidelity throughout project, which may include phone calls and in-person or virtual meetings
- Support to sites going through QEIP, which may include site visits, trainings, cohort conference calls, and serve as liaison between site and PATNC
- Support to MIECHV sites with annual CQI goal and serve as liaison between site and CDPHE

3. Role with PAT National Office: Parent Possible will act as a liaison between the PAT National Center (PATNC) and PAT sites in Colorado. This includes:
    - Regular participation in PAT meetings, trainings, and phone calls (i.e. state leader meetings, national conference, Implementation Support Provider calls, and other ad hoc committees)
    - Quality/Fidelity communication with PATNC to ensure innovation and improvements are consistently applied with fidelity to the model and to inform PATNC of potential areas for improvement, clarification, or additional support
    - Relay relevant information and training from PATNC to Colorado's PAT sites
    - Review Annual Performance Report (APR) prior to submission to PATNC to identify errors or missing data
    - Relay PAT site affiliate status and any necessary actions following PATNC's APR review

4. Funding and Strategic Partnerships: Parent Possible will maintain strong relationships with foundation and government funders that directly fund sites to ensure broad understanding of the PAT model and its outcomes. This includes:

    Communication
    - Provide advice to foundation and government funders as requested on funding proposals from PAT sites
    - Make presentations, provide reports and updates as requested, and advocate as necessary with the State Legislature and/or with Members of Congress to maintain or increase funding

    Additional Funding
    - Secure annual grants when available to support local programming
    - Serve as lead agency, re-granting funds and providing overall management of public grant resources for PAT sites when available
    - Disseminate information on relevant funding opportunities to PAT sites as appropriate

5. Collaboration and Messaging: Parent Possible will ensure PAT is well positioned throughout

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

Colorado, with a positive image and strong partnerships to achieve greater ends. Activities include:

- Maintain leadership roles with key organizations and initiatives to increase the visibility of PAT in Colorado and to ensure PAT's "seat" at appropriate tables (e.g., Colorado Home Visitation Coalition, Colorado Early Childhood Summit, Colorado Early Childhood Partners, Colorado MIECHV Stakeholder Leadership Group)
- Engage in regular communication and collaboration with other key groups and initiatives
- Maintain memberships with relevant entities to highlight PAT's impact in Colorado
- At least annual, if not more frequent, communication with key direct funders of Colorado's PAT sites to ensure broad understanding of model requirements and specific site challenges
- Colorado MIECHV - Ongoing and regular (at least monthly) meetings with CDHS to communicate site progress and challenges. Provide guidance to sites in completing the RFA and developing scopes of work, provide review of contract scope and budget changes, review monthly caseload reports, and prepare monthly, quarterly, and annual reports for State's MIECHV reporting to the federal government
- Provide regular opportunities for PAT site staff to collaborate with other PAT site staff statewide to share best practices, ask programmatic questions, and support PAT efforts statewide

6. Evaluation and Reporting: Parent Possible will lead statewide evaluation and reporting efforts to demonstrate statewide outcomes for children and families served by PAT. The results obtained from evaluation efforts may be used for writing reports (shared with home visiting sites across Colorado, with National Offices for HIPPY and PAT, and across partnering organizations throughout the nation) or presented at conferences and meetings

Quality Assurance

- Review of PAT APR to ensure completeness and accuracy of data
- Semi-annual check of demographic data used for evaluation, TGYS, and MIECHV reporting

Data Management Systems

- Visit Tracker - provide training and T/A to ensure sites are using the system optimally; regularly monitor data entry and system usage (at least monthly for MIECHV sites; at least quarterly for all other sites)
- On-site and webinar data training and T/A for supervisors/coordinators at MIECHV-funded sites (initial training upon hire; follow-up ongoing as needed to coincide with state and federal reporting due dates)
- Data pulls, site reporting, aggregate reporting as required for MIECHV and TGYS funded sites and for advocacy and foundation funding needs

PAT Evaluation

- Annual assessment of outcomes from Colorado PAT Parent Survey, Bracken (BSRA-3) and PICCOLO (parent-child observation tool);
- Individual and aggregate analysis will be completed, given sufficient data are provided

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

from sites. Aggregate site-level and state-level reports will be shared with PAT sites (site-level report may not be provided if site has a small caseload of families). Site may receive family-level results upon request
- Maintain communication with the Research department at the PAT National Center
- TGYS – mid- and end year aggregate and site-level reports to Colorado Department of Human Services; coordination of TGYS parent and staff survey collection
- *All hard copy data files will be destroyed within five years after evaluation completes (or based on specific funder document retention requirements)*

7. Vroom Training, Technical Assistance, and Materials: Parent Possible will provide support in all aspects of integrating Vroom into existing program operations. Vroom support includes:
    - Trainings related to Vroom, the Science of Vroom, and developments in early childhood neuroscience. Training documents will also be posted on Basecamp for easy access. Training can be requested at any time by emailing the Vroom Partner Manager
    - Technical support related to Vroom tools and resources (e.g., the Vroom application, Vroom-by-Text, Vroom.org, the Vroom YouTube channel, Vroom training documents)
    - Assistance integrating Vroom into the PAT site and overall service delivery
    - Free bilingual Vroom materials including tip card sets, posters, postcards, flyers, decals, and stickers. Updated materials will be posted on Basecamp for easy access and can be ordered by email, phone, or in person
    - Newsletter, social media, and networking opportunities to feature Vroom implementation efforts throughout Colorado
    - Administration of an annual Vroom evaluation at the program level ("Vroom Annual Partner Survey")

The PAT Local Site Commitment:

1. Promote the Parents as Teachers Program: The PAT site will promote the PAT program to all eligible parents/caregivers in their service area as a voluntary enrollment program

2. Recruit, Train, and Support Parent Educators: The PAT site will ensure appropriate screening, provide ongoing training, and notify Parent Possible when new Parent Educators are hired or when existing PAT staff leave their position. Parent educators will attend FMI training prior to conducting home visits and will attend assessment training prior to administering assessments.

3. Recruit, Train, and Support PAT Supervisors: The PAT site will ensure appropriate screening, provide ongoing training, and notify Parent Possible when new Supervisors are hired or when existing PAT supervisors leave their position. New PAT Site Supervisors will participate in on-boarding activities and training with Parent Possible and PAT National Center, which would include attending the PATNC New Supervisor Institute, Reflective Supervision trainings, and regular meetings with Parent Possible staff.

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

4. Program Delivery: The PAT site will implement the PAT program with fidelity to the Essential Requirements and work with Parent Possible and PAT National Center to participate in the Quality Endorsement and Improvement process. If all Essential Requirements are not being met, the PAT site will work with Parent Possible to identify areas and deadlines for improvement.

5. Communication: The PAT site will contact Parent Possible immediately with staffing changes including start and end dates of all PAT staff. The PAT site will contact Parent Possible when support is needed and/or if challenges occur. The site will notify Parent Possible at least 90 days prior to ending their PAT Affiliate services. To ensure relevant announcements and program updates are observed, PAT Site Supervisors and/or lead Parent Educators will regularly check the Basecamp platform and/or Basecamp emails for the "PAT", "Vroom", and other assigned Learning Communities. The PAT site will respond to Parent Possible's request for information or feedback within 3 working days whenever possible.

6. Maintain Database: The PAT site is required to use the Visit Tracker database for data collection. The PAT site will regularly update and maintain the Visit Tracker database in addition to other forms/systems required by grant funding. Data required by PATNC and MIECHV or TGYS, if applicable, will be collected from all participants and entered into Visit Tracker. Each month's data will be updated in the database by the 5th of the following month (e.g. August data must be entered by September 5th)

7. Meetings, Teleconferences, and Webinars: The PAT site agrees to participate regularly in Parent Possible trainings, teleconferences, webinars, and meetings with the other PAT sites from around the state. The purpose of these meetings is to share ideas, successes, and challenges and to discuss strategies in building broad public support for the PAT programs across the state. Parent Possible will host monthly PAT specific webinars. Parent Possible will also host quarterly teleconferences throughout the year and an annual statewide conference. PAT Supervisors are strongly encouraged to participate as important information is conveyed, and opportunities are provided to dialogue with other PAT sites statewide. If a site misses a call or webinar, they are expected to listen to the call recording and/or connect with the PAT Program Director or PAT Program Manager at Parent Possible within 5 business days.

8. Family File Review: The PAT site will ensure all family files are up-to-date and include all forms and records required by PAT National Center (PATNC) and Parent Possible. The PAT site agrees to provide family files for review when requested by Parent Possible. Sites will include verbiage in the Participation Agreement form that families sign to give permission for their file to be reviewed by a representative of Parent Possible and/or PATNC. If the family does not give permission, the site will notify Parent Possible or a representative of PATNC prior to a file review.

9. Annual Affiliate Reports: The PAT site agrees to complete the Annual Performance Report (APR), and all other reports requested by Parent Possible specific to funding and/or site visits. The APR should be completed no later than July 31st. Reports will be returned to Parent Possible by the deadlines given. Failure to comply with deadlines may jeopardize existing and/or future funding

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

10. Annual Affiliate Agreement and Fees: The PAT site agrees to remain in compliance with PAT National Center by signing and complying with the PATNC Annual Affiliate Agreement, submitting annual affiliate fees, and ensuring Parent Educators submit annual renewal fees on time

11. Sharing of Stories/Pictures: The PAT site agrees to share stories and pictures from Parent Educators and visited parents/caregivers about their experience with PAT and Vroom. (Site will have families sign a photo release that includes Parent Possible specifically)

12. Parent Possible Data Collection and Program Evaluation: The PAT site agrees to fully cooperate and participate in the annual evaluation process initiated by Parent Possible across the state. Evaluation activities include:
    - Ensure guardians sign the Parent Possible Informed Consent Form upon enrollment
    - Create Read-Only Admin log-in for Parent Possible Evaluation Team in Visit Tracker to enable more targeted support for data entry, tracking, and reporting questions
    - Maintain consistent data entry into the Visit Tracker database
    - Accept all data sharing requests from Parent Possible in the Visit Tracker database to allow for all necessary reporting and data management
    - Administer Parent Possible surveys with PAT participants either online, or if completed on paper, return original versions to the Parent Possible office by deadlines provided
    - Administer the Bracken (BSRA-3) with age-appropriate children twice annually according to the most recent administration protocol and enter results into Visit Tracker (Record forms are available through Pearson. Site should not make copies of the BSRA-3 record form)
    - Administer the PICCOLO assessment to families with age-appropriate children at least once annually according to the most recent administration protocol and enter results into Visit Tracker
    - Share other site program evaluations, if applicable
    - Data at the site will be stored in a confidential manner in the PAT site's office and storage will be HIPAA compliant (i.e. in a locked cabinet behind a locked door).

13. Vroom Program Delivery: The PAT site will implement Vroom through the following process:
    - Provide updates upon request from the Vroom Program Director or Vroom Partner Manager and/or when site information changes
    - Schedule Science of Vroom presentation from Parent Possible with program staff. New staff will be required to attend a Science of Vroom presentation or watch the recorded Science of Vroom training video on Basecamp
    - Activate Vroom (encourage families to use Vroom by sharing materials and helping families download the Vroom app)
    - Have at least one Vroom-focused group connection per year (guiding families through downloading the Vroom app, engaging in Vroom activities and/or providing the Science of Vroom presentation to families)
    - Display Vroom posters and/or decals and ensure Vroom materials are readily available

DocuSign Envelope ID: 255F4247-9E80-446F-AD2D-4B6E124F0173

to provide to families
- Complete annual Vroom evaluation at the site level ("Vroom Annual Partner Survey")

Terms of Agreement:

The collaborative effort between Parent Possible (PAT State Office) and Gunnison County Health and Human Services commences on October 1, 2022. Both parties enter this agreement freely and voluntarily.

In the event that there are staffing changes involving those signing this Agreement, a new Agreement will be signed within three months of the change.

Signed and entered into by:

Heather Tritten Executive Director, Parent Possible	Date
PAT Local Site Supervisor	Date
PAT Local Site Director	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Two Land Use Approvals; each for a 1-lot subdivisi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Larry Darien, two individual land use approvals, each for a 1 lot subdivision. Miracle Acres Plat subdivisions, Lot 1 (LUC-22-00002) and Lot 2 (LUC-19-000051).

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. Note -- BOCC can vote to hold 2d public hearing if it determines conditions to do so under LUR 6-106(L) are met.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/6/2022

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org/planning.html
Email: planning@gunnisoncounty.org

To: BOCC

From: Rachel Sabbato

Date: Tuesday Nov 29, 2022, for meeting date of Dec. 6, 2022.

Re: Larry Darien, two individual land use approvals, each for a 1 lot subdivision. Miracle Acres Plat subdivisions, Lot 1 (LUC-22-00002) and Lot 2 (LUC-19-000051).

LUC-19-00051 Lot 2- Hillary Seminick
The Board of County Commissioners and the Planning Commission conducted a joint public hearing on May 29, 2020. The Planning Commission approved the recommendation following the joint public hearing. The plat was not to be recorded until a new OWTS for this lot was installed and completed. The final inspection approval for OWTS-22-00123 was completed August 4, 2022.
Attached:

- • Plat
- • BOCC recommendation
- • BOCC Resolution
- • All documents can be found in the online file

LUC-22-00002 Lot 1- Rachel Sabbato
The Board of County Commissioners and the Planning Commission conducted a joint public hearing on June 16, 2022. The Planning Commission approved the recommendation following the joint public hearing.
Attached:

- • Plat
- • BOCC recommendation
- • BOCC Resolution
- All documents can be found in the online file

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-__-_____
Click on file
Attachments
View

Please call if there are any further questions.
Thank you,

Rachel Sabbato
Senior Land Use Planner

Phone: 970-641-7929
rsabbato@gunnisoncounty.org

TO: **Planning Commission**

SUBJECT: **Planning Commission Recommendation**
Larry Darien
LUC-22-00002

DATE: **June 16, 2022**

PREPARED BY: **Rachel Sabbato**

At its regular meeting on June 16, 2022, the Planning Commission unanimously approved the following Minor Impact Recommendation, moved by Commissioner Sovick and Seconded by Commissioner Niederer.

PROJECT DESCRIPTION:

The applicant is proposing to subdivide 1.427 acres from the 185.24 acre Darien Ranch. The proposed use of Lot 1 is a single family unit with an ADU. The water source will be provided by an existing well (Permit #83104-F) who's court decree of augmentation is 16CW3033. The septic will be served by a County approved OWTS. Access will be from Gunnison County Road 3 (approved application dated 5/1/98 attached). The access will be along the North side of the Darien Ranch Lodge along the old alignment of County Road 3. All utilities (electricity and phone) are on site. According to this application, the estimated amount of new traffic would be 20 trips.

The subject parcel is legally described as a track of land situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW ¼ of Section 21, all in Township 11 South, Range 88 East of the Sixth Principal Meridian described further in Exhibit A Warranty Deed. 2880 County Road 3, Marble Colorado.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- OWTS feasibility report by Sopris Engineering dated January 26, 2022.
- Draft Plat, Miracle Acres, dated 2.1.2022 by Sophris Engineering.
- Aspen Valley Land Trust letter of support in regards to existing conservation easements on adjacent Darien parcels.
- Water Decree, Case Number: 2016CW3033 and 06CW244
- Well Permit No. 83104-F
- Existing Conditions Site Maps by Sopris Enginerring, dated January 26, 2022.
- Colorado Geologic Survey review letter from Jill Carlson dated April 12, 2022.

IMPACT CLASSIFICATION:

The project, by definition, is a Minor Impact pursuant to *Section 6-102: A: 2-4 Units that are subdivision lots.*

MEETING DATES:

The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearings to discuss the application on the following dates:

- April 21, 2022 Work session
- June 16, 2022 Joint Public Hearing

SITE VISIT:

The Planning Commission determined that a site visit was not necessary.

PUBLIC HEARING:

The Planning Commission conducted a joint public hearing on June 16, 2022.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on March 22, 2022 to the following agencies: Gunnison County Public Works- Marlene Crosby and Edward Casebolt, Gunnison County Environmental Health and Building Official – Crystal Lambert, Colorado Department of Water Resources-Megan Sullivan, Forest Service White River National Forest, Aspen-Sopris Ranger District District Ranger Kevin Warner, Colorado Geological Survey Engineering Geologist Jill Carlson.

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

Section 9-100: E. and F: *Uses Secondary to a Primary Residence.*
Applicable. One secondary residence over the garage is proposed and will meet the standards of this section at the time of building.

Section 9-102: Home Occupations.
Applicable. Allowable under proposed covenants and Land Use Resolution standards per this section.

Section 10-102: *Locational Standards for Residential Development.*
Applicable. The proposed new lot is not adjacent to an existing population center, although being on County Road 3 on which there is considerable development to the Town of Marble, it can be considered part of the Marble population area. No development in the Marble area is served by central sewer. An OWTS plan will be 100 feet from all permitted water wells and will meet all setbacks from the Crystal River and property lines, as shown on Map C-1. The proposed lot has no significant net adverse impact to the neighborhood.

Section 10-103: *Residential Density.*
Applicable. The proposed lot has no significant net adverse impact to the neighborhood. The lot is located adjacent and west of the Darien Ranch Lodge which is on approximately 2 acres. South across the Crystal River are 9 rustic cabins and a summer only house on about 12 acres with a small, irrigated pasture for grazing livestock. To the west is the

USFS White River National Forest. To the north across Gunnison County Road 3 is 282 acres of dryland and irrigated pasture used for grazing livestock. In addition, the plat notes referenced above as to design and use ensure that there is no net adverse impact and that it is compatible with the neighborhood. As shown on Map C-1. The proposed lot is located adjacent and west of the Darien Ranch Lodge which is on approximately 2 acres. Farther to the East located on approximately 7 acres are 2 apartments. South across the Crystal River is 9 rustic cabins and a summer only house on about 12 acres with a small irrigated pasture for grazing livestock. By virtue of the surrounding uses and the standards to be established in the plat notes, the Lot will be compatible with surrounding lots and uses.

Section 11-103: *Development in Areas Subject to Flood Hazards*.
Applicable. According to Gunnison County GIS mapping there is a small area in the southwest corner that is mapped as a floodplain. No development is proposed for this area.

Section 11-104: *Development in Areas Subject to Geologic Hazards*.
Applicable. Referral comments from Jill Carlson, Engineering Geologist from Colorado Geological Survey stated in a letter dated April 12, 2022, “In the Existing Conditions Site Plan (Sopris Engineering, LLC, January 26, 2022), the building envelope on proposed Lot 1 is set back a sufficient distance from the crest of the slope above the Crystal River to reduce risk of damage due to erosion and shallow slope failure. CGS agrees with the county’s GIS that no geologic hazards have been mapped in this area that would preclude development of one additional residence and ADU. CGS therefore has no objection to approval of LUC-22-00002 as proposed.”

Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
Not applicable. This parcel is not mapped as a high wildfire hazard

Section 11-106: *Protection of Wildlife Habitat Areas.*
Applicable. This is a developed stretch of area along county road 3 with existing homes. Kevin Warner, Forest Service White River National Forest, Aspen-Sopris Ranger District, provided in an email dated April 14, 2022, “The White River National Forest has reviewed the LUC-22-00002 application and have no comments on this application.”

Section 11-107: *Protection of Water Quality*.
Applicable. Unless otherwise exempted, this Section shall apply to all Land Use Change Permit applications that involve uses within 125 feet of water bodies and mudflow hazard areas in unincorporated areas of Gunnison County, except as exempted in Section 11-107: C. 1.: Exempt, and Section 11-107: C. 2.: Partially Exempt. Wetlands are considered a waterbody, a wetland delineation may be a required component of this. From the ridge above the river, there is a 25 foot setback as shown on map C-3. After a building permit is issued a silt fence and waddles will be installed for run-off protection of the river.

Section 12-103: *Road System*.
Applicable. The driveway to the East portion of the lot will use the existing Gunnison County driveway permit dated May 1,1998 for access from County Road 3. Shown on map Preliminary Submittal, Miracle Acres. The driveway will then use a dedicated easement along the old abandoned County Road 3 on the North edge of the Darien Ranch Lodge lot. The newly created lot will require a new access permit from County Road 3.”

Gunnison County public works referral comments included, “We met with Larry Darien and Carbondale Fire on Larry’s proposed subdivision of one lot by the bridge. We will not require an emergency access turnaround for this new lot. The applicant indicated he had to do some tree and bush planting on the boundary of his lot, parallel to the road. I agree he needs to do some landscaping, but that corner is critical for visibility for safety. It probably will not be a issue while the trees and bushes are young, but as they grow it will become a safety issue.”

Section 12-105: *Water Supply*.
Applicable. Water supply includes existing well and water augmentation in place. See Water Decree Case No. 06CW244 and Case Number: 2016CW3033. Well permit 83104-F from Division of Water Resources. Referral was sent to Colorado Department of Water Resources, Megan Sullivan, no comments were provided.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable. A separate OWTS at the time of building is proposed for any future improvements, a site has been identified and approved per the feasibility report by Sopris Engineering dated January 26, 2022.

Section 12-107: *Fire Protection*.
Applicable. Bill Gavette from the Carbondale Fire Protection District provided an email dated April 14, 2022 stating, “I have reviewed the application for the Darien property in Marble and have visited the site along with Gunnison County staff. I would offer the following comments.

1. Access to the building site is adequate directly off of County Road 3 and it would be our preferred access for firefighting operations rather than attempting to use the proposed new driveway access.
2. Under the standards of land use change permit, landscaping and buffering, a buffer of trees and shrubs from County Road 3 is proposed. Due to visibility and safety issues involving the road curve between the proposed lot and the county road bridge, I would recommend that the line of site along the inside of the curve be maintained or improved. Planting of additional vegetation in that area that might obstruct the line of sight at the curve should be avoided.”

Section 13-103: *General Site Plan Standards and Lot Measurements.*
Applicable. The site plan for this proposed development must meet the site plan criteria of this section, including proposed and existing roads, driveways, lot lines, building sites, and natural features of the site. The site plan, Miracle Acres, dated February 1, 2022 by Sopris Engineering, meets these criteria.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
Applicable. The proposed improvements meet the setback requirements per Miracle Acres draft plat, dated February 1, 2022 by Sopris Engineering.

Section 13-105: *Residential Building Sizes and Lot Coverages.*
Applicable. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. The primary residence built on the lot will not exceed 5,000 square feet. The secondary unit will not exceed 1200 square feet. The aggregate of all structures will not exceed 7,000 square feet.

Section 13-110: ***Off-Road Parking and Loading.***
Applicable. Residential use is proposed and will be reviewed for compliance with the standard at the time of building.

Section 13-111: ***Landscaping and Buffering.***
Applicable. There would be a buffer for the house from County Road 3 for about 200 feet. Starting near the bridge. The buffer would consist of 2 shade trees, 2 understory trees and 2 shrubs. This is the minimum requirement of the LUR. The new landscaping will be planted in locations acceptable to the Gunnison County Road and Bridge Department and will not grow to block line of sight.

Section 13-112: ***Snow storage****.*
Applicable. Compliance will be met at the time of building permits.

Section 13-114: ***Exterior Lighting.***
Applicable. Compliance will be met at the time of building permits.

Section 13-115: ***Reclamation And Noxious Weed Control.***
Applicable. Compliance will be met at the time of building permits. A reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction.

Section 13-116: ***Grading And Erosion Control.***
Applicable. Compliance will be met at the time of building permits.
Grading activities are required to secure a Reclamation Permit from the Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control*.

Section 13-117: ***Drainage, Construction And Post-Construction Stormwater Runoff.***
Applicable. Since this proposal is located near wetlands, ditches and in an area that has a high-water table drainage and water run-off plans will be crucial to implement for the building sites and access road(s). A detention pond area is designated for run-off water on Preliminary Map, Miracle Acres. The pond or bio-swale shall be designed for the hard surfaces before building permit is issued. This would look like a grassy swelled area and when full, would sheet drain into the ditch along County Road 3.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. This project is classified as a Minor Impact.

2. This application is consistent with the standards and requirements of this *Resolution*.

3. A twenty-foot access easement for the new subdivided lot across the adjacent Darien lodge parcel will provide access to the property line.

4. Existing water wells, decrees and augmentation plan from previous water court cases (Water Decree, Case Number: 2016CW3033 and 06CW244) are in place and are sufficient.

5. An on-site waste water treatment system feasibility report by Sopris Engineering dated January 26, 2022 has been completed and provides adequate assessment and approval of this site.

6. This site has been reviewed for geologic hazards by Colorado Geologic Survey Engineering Geologist, Jill Carlson, per a letter dated April 12, 2022 she states, "CGS has no objection to approval of LUC-22-00002 as proposed."

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-22-00002 be classified as a Minor Impact, with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

4. This subdivided lot has an access easement to the property line across the adjacent Darien lodge parcel. A new driveway application for this parcel shall be required at the time of building.

5. A landscaping plan shall provide a buffer for the house from County Road 3 for 200 feet starting near the bridge. The new landscaping will be planted in locations acceptable to the Gunnison County Road and Bridge Department and will not block line of sight on County Road 3.

6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and

evaluated, subject to its compliance with current regulations, and its impact to the County.

TO: **Planning Commission**

SUBJECT: **Planning Commission Recommendation**
Larry Darien
LUC-19-00051

DATE: **July 28, 2020**

PREPARED BY: **Hillary Seminick, AICP; Senior Planner**

PROJECT DESCRIPTION:

The Applicant proposes to subdivide an existing 185.202-acre parcel in Marble, Colorado into two lots, 2.038-acre Lot A and 183.202-acre Lot B. The subject property is presently developed with two buildings. One 6,000 sq. ft. structure is a seven-room bed and breakfast (B&B) with a two-bedroom caretaker cabin (Cabin). The other structure is a two-unit building with one two-bedroom apartment and a one-bedroom apartment (Duplex).

Proposed Subdivision Configuration			
Lot Name	*Area*	*Structures*	*Conservation Easement*
Lot A	2.038 Acres	B&B, Cabin	None, 0 Acres
Lot B	165.202 Acres	Duplex	Three CEs, 159.41 Acres

The subject parcel is legally described as a track of land situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW ¼ of Section 21, all in Township 11 South, Range 88 East of the Sixth Principal Meridian described further in Exhibit A.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

Certified mailing receipts	May 20, 2020	Proposed Site Plan Updated 2020Feb19	February 19, 2020
Affidavit of posting	May 20, 2020	Existing Site Physical Condition Updated 202Feb19	February 19, 2020
Photo of Property Posted	May 6, 2020	Existing Condition Site Plan 2020Feb19	February 19, 2020
Public hearing notice GCT	May 1, 2020	Driveway Permit	February 18, 2020
Agenda PC 4-17-20	April 14, 2020	Revised Septic Location 02.06.2020	February 13, 2020
Proposed Plat	April 10, 2020	Property Tax Receipt 2019	January 10, 2020
Well Permit 056887F Bed + Breakfast	April 9, 2020	Determination of Completeness-Incomplete	January 10, 2020
Well Permit 83104F Not Connected to a Structure	April 9, 2020	Site Plan and Vicinity Map	December 12, 2019
Well Permit 83104F Construction and Yield Estimate Report 2020Aug07	April 9, 2020	Application	December 12, 2020
Well Permit 83200F Duplex	April 9, 2020	Warranty Deed	December 12, 2020
Email – Planner and Applicant re: PC Meeting	April 8, 2020	Driveway Application	December 12, 2020
Comment Department of Natural Resources	April 2, 2020	Well Permit	December 12, 2020
Comment Colorado Geologic Survey	April 2, 2020	Water Supply	December 12, 2020
Comment Public Works	April 2, 2020	Water Court Ruling	December 12, 2020

Comments Environmental Health	March 20, 2020	Water Court Decree	December 12, 2020
Staff Report	March 9, 2020	Water Court Decree	December 12, 2020
Email from applicant confirming parcel sizes	March 9, 2020	Assessor Record	December 12, 2020
Email- lot size confirmation	March 6, 2020	Additional Comment CDWR	May 22, 2020

IMPACT CLASSIFICATION:

The project, by definition, is a Minor Impact pursuant to *Section 6-102: Projects Classified as Minor Impact Project, A. 2-4 UNITS. 2-4 units that are subdivision lots.*

MEETING DATES:

The Planning Commission a held work session and a joint public hearing to discuss the application on the following dates:

- April 17, 2020 Work session
- May 29, 2020 Joint Public Hearing

SITE VISIT:

The Planning Commission determined that a site visit was not necessary.

PUBLIC HEARING:

The Planning Commission and Board of County Commissioners conducted a joint public hearing on May 29, 2020. Comments received include:

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on March 7, 2020 to the following agencies:

- Aspen Valley Land Trust
- Gunnison Environmental Health Official
- Gunnison Department of Public Works
- Carbondale Fire Protection District
- Colorado Parks and Wildlife
- Colorado Geologic Survey
- Colorado State Forest Service
- Colorado Division of Water Resources
- USFS, White River National Forest, Aspen-Sopris Ranger District

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

Section 9-100: *Uses Secondary to a Primary Residence.*
Not applicable. No secondary uses are proposed.

Section 9-200: *Special Residential Uses.*
Not applicable.

Section 9-300: *Commercial and Industrial Uses.*
Not applicable. It should be noted that an approved bed and breakfast operation is located on Parcel A.

Section 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*
Not applicable.

Section 9-500: *Miscellaneous Uses and Activities.*
Not applicable.

Section 9-600: Essential Housing
Not applicable.

Section 10-102: *Locational Standards for Residential Development.*
Not applicable. Section 10-102.A states the Locational Standards shall apply unless the subdivision is part of an agricultural operation. The property is part of an agricultural operation; therefore, is exempt from the standards of this section.

Section 10-103: *Residential Density.*
Not applicable. Section 10-103.B.1 states the Locational Standards shall apply unless the subdivision is part of an agricultural operation. The property is part of an agricultural operation; therefore is exempt from the standards of this section.

Section 11-103: *Development in Areas Subject to Flood Hazards*.
Applicable, while a portion lies within the floodplain, all existing development is beyond the floodplain on an upland bench. The floodplain area is located mostly within an existing conservation easement. No additional development is proposed as part of this application. The subdivision use is proposed and evidence for compliance with the standard.

Section 11-104: *Development in Areas Subject to Geologic Hazards*.
Applicable, the parcel is located with a geologic hazard area, including debris fan, rockfall, and potentially unstable slopes. These geologic hazards lie well beyond the developed area of the parcel and are in the area preserved by conservation easements. No development is proposed within a mapped geologic hazard. Almost all the geologic hazard areas within the parcel fall within a conservation easement.

The Application was referred to the Colorado Geologic Survey. Jill Carson, CEG, provided the following comment: *"The referral email states that no development is proposed, beyond replacing an existing septic system. CGS therefore has no objection to approval of the two-lot subdivision as proposed."*

Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
Applicable, the large parcel falls within a mixed wildfire risk. The developed bench is located within a Moderate Risk area, while the riparian valley is within a Low Risk area. This Low Risk area transitions into a High and Extreme Risk area at the forested flanks of Chair and Ragged Mountains. The existing development is situated on a County Road

and separated from greater wildfire risk by the Crystal River Valley. No additional development is proposed as part of this Application.

Section 11-106: *Protection of Wildlife Habitat Areas.*
Applicable. The project is not located within occupied sage-grouse habitat. The application was referred to the Colorado Division of Parks and wildlife, no comments were received.

Section 11-107: *Protection of Water Quality*.
Not applicable, the proposal is not within 125' of a wetland or waterbody.

Section 11-108: *Standards for Development on Ridgelines.*
Not applicable, the proposal is not on a Ridgeline Vantage.

Section 11-109: *Development That Affects Agricultural Lands.*
Not applicable, the subdvision will not impact agricultural lands.

Section 11-110: *Development of Land Beyond Snowplowed Access*.
Not applicable, the proposal is not located beyond snowplowed access.

Section 11-111: *Development on Inholdings in The National Wilderness.*
Not applicable, the proposal is not on an inholding.

Section 11-112: *Development on Property Above Timberline.*
Not applicable, the proposal is not above treeline.

Section 12-103: *Road System*.
Not applicable, no new roads or access are proposed. The Application was referred to Gunnison County Public Works and Marlene Crosby, Director of Public Works, provided following comment in an email dated Friday March 30, 2020: *"No additional access permits will be issued for these parcels. Both parcels must have easements as necessary to use the existing access location onto CR #3."*

Section 12-104: *Public Trails*.
Not applicable.

Section 12-105: *Water Supply*.
Applicable, current use and residential structures have adequate water supply. Additional water supply is not required as part of this application.

The Application was referred to the Colorado Division of Water Resources. Megan Sullivan, P.E, provided the following comment in a letter dated April 10, 2020: *"…it is our opinion, pursuant to CRS 30-28-136(1)(h)(I), that the proposed water supply can be provided without causing material injury to decreed water rights so long as the applicant maintains well permits issued pursuant to C.R.S. § 37-90-137(2) and the applicable plans for augmentation for all wells in the subdivision and operates the wells in accordance with the terms and conditions of said plans for augmentation."*

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable, a wastewater treatment system is required of the proposed development. The Applicant proposes to replace and upgrade the existing systems and ensure compliance

of OWTS regulations. There are two septic fields on the property. One field (Field A) services the B&B. The other (Field B) serves the Cabin and the Duplex.

2.038-acre Lot A will contain the B&B and Cabin. 183.202-acre Lot B will contain the Duplex and conservation easements. Field A will be replaced and upgraded to accommodate both the B&B and Cabin. The septic line that presently connects the Cabin to Field B will be abandoned to comply with OWTS regulations.

A. Sanitary Sewage Disposal System Required
This requires any land use change comply with the On-Site Wastewater Treatment System Regulations.

B. Connection to Existing Systems.
There are no existing central sanitary sewer systems adjacent or within 400' of the proposed subdivision. This standard does not apply.

C. Developments shall comply with specific studies, plans or agreements.
Specifically, "New development shall comply with requirements of any applicable "201" Wastewater Treatment Facilities Studies (pursuant to the federal Clean Water Act) and agreements adopted by Gunnison County".

D. Existing system not accessible.
Because the property is not located near a central wastewater treatment system, the Applicant has proposed to meet the following:
1. Install Wastewater Treatment System.
The Applicant has proposed replacing the existing system that meets the OWTS regulations.

Standards 12-106.E - H
These standards apply to Major Impact projects. Minor Impact is the initial impact classification for a two-unit subdivision application. This standard does not apply.

Section 12-107: *Fire Protection*.
Applicable, the application was referred to the Carbondale Fire Protection District. No comments were received.

Section 13-103: *General Site Plan Standards and Lot Measurements.*
Applicable, the existing development meets these standards.

The site plan for this proposed development must meet the site plan criteria of this section, including proposed and existing roads, driveways, lot lines, building sites, and natural features of the site. The site plan, "Cover Sheet – Vicinity Map-Aerial-Site Plan" prepared by Sopris Engineering and dated February 17, 2020 meets these criteria.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
Applicable, the proposed improvements meet the setback requirements.

Section 13-105: *Residential Building Sizes and Lot Coverages.*
Not applicable.

Section 13-107: *Installation of Solid Fuel-Burning Devices*

Not applicable.

Section 13-108: *Open Space and Recreation Areas*
Not applicable, projects classified as Minor Impacts do not require the inclusion of open space.

Aspen Valley Land Trust is the beneficiary of the two conservation easements on the subject property. Dave Ericson provided the following comment: *"After reviewing the application, it is understood that the 20.038 acres being proposed for division does not include any portion of the Darien Ranch encumbered by the two CEs. So long as that is the case, AVLT does not object to this application."*

The subject parcel is adjacent to federal lands under the jurisdiction of the White River National Forest, Aspen-Sopris Ranger District. Kevin Warner provided the following comment: *"In the case of this project, as presented, there is no obvious nexus to National Forest System lands that bears comment. If reservations and/or exceptions are made as a result of the actions taken under this project which would impact National Forest System lands, such as those associated with but not limited to water rights, it is the responsibility of the property owner to ensure that they are in conformance with federal regulations pertaining to authorization for use and occupancy."*

Section 13-109: *Signs.*
Not applicable.

Section 13-110: *Off-Road Parking and Loading.*
Not applicable, the use will not generate additional parking requirements.

Section 13-111: *Landscaping and Buffering.*
Applicable, the Applicant will retain existing landscaping.

Section 13-112: *Snow storage.*
Not applicable, additional snow storage is not required.

Section 13-113: *Fencing*
Not applicable, not requested as part of this application.

Section 13-114: *Exterior Lighting.*
Not applicable, not requested as part of this application.

Section 13-115: *Reclamation And Noxious Weed Control.*
Not applicable, a reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction. The application does not meet the applicability thresholds of this section.

Section 13-116: *Grading And Erosion Control.*
Not applicable, grading activities are required to secure a Reclamation Permit from the Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control*. The Application does not meet the applicability requirements of this section.

Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.*
Not applicable, the Application does not meet the applicability thresholds.

Section 13-118: *Water Impoundments.*
Not applicable, not requested as part of this Application.

Section 13-119: *Standards to Ensure Compatible Uses.*
Not applicable, Change in Use is not requested as part of this Application. .

Article 15: *Right-to-Ranch Policy.*
This section is not applicable; there are no agricultural lands that will be affected by the existing uses on the subject parcel.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. This project is classified as a Minor Impact.

2. That the recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations

3. There is adequate water supply for the subdivision lots.

4. The property meets the definition of an agricultural operation.

5. This application is consistent with the standards and requirements of this *Resolution*.

6. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-19-00051 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. The recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations, as amended.

3. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

4. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

Exhibit A. Legal Description

THE PARCEL IS LEGALLY DESCRIBED AS A TRACK OF LAND SITUATED IN THE SE1/4 NE1/4 AND THE NE1/4 SE ¼ OF SECTION 20 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 EST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST WITH A BRASS CAP FOUND IN PLACE AND MARKED FOR THE EAST QUARTER CORNER OF SECTION 20, T.11 S., R. 88 W., 6TH P.M. WHENCE ANOTHER IRON POST WITH A BRASS CAP FOUND IN PLACE AND MARKED FOR THE SOUTHEAST CORNER OF SAID SECTION 20 BEARS SOUTH 00°30' E. ACCORDING TO GOVERNMENT SURVEY ACCEPTED MAY 2, 1929; THENCE NORTH 63°13' W. 275.39 FEET; THENCE N. 77°48' W. 439.85 FEET; THENCE N. 70°53' W. 450.53 FEET; THENCE N. 37°39' W. 307.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4NE1/4 OF SAID SECTION 20 TO A POINT IN THE CENTER OF THE CRYSTAL RIVER; THENCE S. 55°54'30" E. 127.77 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S. 37°51'30" E. 265.37 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S. 16°39'30" W. 336.94 FEET; THENCE S. 20°11'30" W. 107.37 FEET; THENCE S. 36°48'30" W, 308.81 FEET; THENCE S. 39°05'30" E. 180.10 FEET; THENCE S. 12°03'30" W. 113.97 FEET; THENCE S. 51°08' E. 244.09 FEET; THENCE S. 06°27' E. 260.33 FEET; THENCE N. 62°39' E. 507.11 FEET; THENCE N. 78°19' E. 468.29 FEET; THENCE S. 88°09' E. 529.05 FEET; THENCE N. 37°10'E. 400.47 FEET; THENCE N. 37°35' W. 239.53 FEET; THENCE N. 61°12' W. 267.00 FEET; THENCE N. 41°13' W. 289.19 FEET; THENCE N. 63°13' W. 90.76 FEET TO THE POINT OF BEGINNING.

ALSO CONVEYED HEREBY AN EASEMENT ALONG AND ACROSS THE SW1/4SE1/4NE1/4 OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID EASEMENT BEING A STRIP OF LAND 50 FEET WIDE LYING SOUTHERLY AND ADJACENT TO THE SOUTHERLY HIGH WATER LINE OF THE CRYSTAL RIVER, FOR THE PURPOSE OF INGRESS AND EGRESS ACROSS THE WESTERLY ADJOINING LANDS.

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS USED IN CONNECTION WITH THE ABOVE DESCRIBED PROPERTY, INCLUDING, BUT NOT NECESSARILY LIMITED TO, 3.0 CUBIC FEET OF WATER PER SECOND OF TIME OUT OF AND FROM THE PROSPECT DITCH NO. 122 A AND ITS PRIORITY NO 180 A FOR 3.2 CUBIC FEET OF WATER PER SECOND OF TIME FROM RAPID CREEK AND ALL EASEMENTS AND RIGHTS-OF-WAY FOR SAID DITCH.

MINOR PLAT OF:

MIRACLE ACRES, LOT 1

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 1 OF 3

DEDICATION

I, LARRY DARIEN, BEING THE OWNER, OF THE LAND DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SE 1/4 NE 1/4 AND THE NE 1/4 SE1/4 OF SECTION 20 AND THE NW 1/4 SW 1/4 OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 20, T. 11 S, R 88 W., 6TH P. M.; THENCE N63°17'03"W, A DISTANCE OF 275.39 FEET; THENCE N77°52'03"W, A DISTANCE OF 439.86 FEET; THENCE N70°57'03"W, A DISTANCE OF 450.53 FEET; THENCE N37°43'03"W, A DISTANCE OF 307.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 NE1/4 OF SAID SECTION 20; THENCE S0°38'33"E, A DISTANCE OF 199.57 FEET ALONG THE WEST LINE OF THE SE1/4 NE1/4 OF SAID SECTION 20 TO A POINT IN THE CENTER OF THE CRYSTAL RIVER; THENCE S55°58'33"E, A DISTANCE OF 127.77 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S37°55'33"E, A DISTANCE OF 265.37 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S16°35'27"W, A DISTANCE OF 336.94 FEET; THENCE S20°07'27"W, A DISTANCE OF 107.37 FEET; THENCE S36°44'27"W, A DISTANCE OF 308.81 FEET; THENCE S39°09'33"E, A DISTANCE OF 180.10 FEET; THENCE S11°59'27"W, A DISTANCE OF 113.97 FEET; THENCE S51°12'03"E, A DISTANCE OF 244.09 FEET; THENCE S6°31'03"E, A DISTANCE OF 260.33 FEET; THENCE N62°34'57"E, A DISTANCE OF 507.11 FEET; THENCE N78°14'57"E, A DISTANCE OF 468.29 FEET; THENCE S88°13'03"E, A DISTANCE OF 529.05 FEET; THENCE N37°05'57"E, A DISTANCE OF 400.47 FEET; THENCE N37°39'03"W, A DISTANCE OF 239.53 FEET; THENCE N61°16'03"W, A DISTANCE OF 267.00 FEET; THENCE N41°17'03"W, A DISTANCE OF 289.19 FEET; THENCE N63°17'03"W, A DISTANCE OF 90.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE PROPERTY DESCRIBED IN THE QUIT CLAIM RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 OF THE GUNNISON COUNTY RECORDS.

EXCEPTING THEREFROM THE CONSERVATION EASEMENT RECORDED JULY 30, 2008 AS RECEPTION NO. 585493 OF THE GUNNISON COUNTY RECORDS.

SAID PROPERTY CONTAINS 447,259 SQUARE FEET OR 10.268 ACRES, MORE OR LESS.

IN GUNNISON COUNTY, COLORADO, UNDER THE NAME OF MIRACLE ACRES, HAVE LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY PERMANENTLY DEDICATE TO THE OWNERS OF LOT 1, LOT 2 AND THE REMAINING PARCEL, THE TWENTY FOOT (20') ACCESS EASEMENT, AS SHOWN ON SHEET 3 AND DO HEREBY PERMANENTLY DEDICATE TO THE OWNERS OF LOT 1, LOT 2 AND THE REMAINING PARCEL, THE SEPTIC EASEMENT ON THE REMAINING PARCEL, AS SHOWN ON SHEET 3

IN WITNESS WHEREOF LARRY DARIEN HAS SUBSCRIBED HIS NAME THIS _____ DAY OF _____, A.D. 20___.

BY _____
OWNER

IN WITNESS WHEREOF (PRINTED NAME OF THE OWNER HAS (SUBSCRIBED HIS NAME THIS _____DAY OF _____, A.D. 20_____.

BY _____
OWNER

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20_____, BY LARRY DARIEN.

MY COMMISSION EXPIRES: _____
MY ADDRESS IS: _____
WITNESS MY HAND AND OFFICIAL SEAL:
_____ (SEAL)
NOTARY PUBLIC

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I, _____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF GEOLOGIC HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THIS PROPERTY, AND ANY IMPROVEMENTS THERETO. I ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

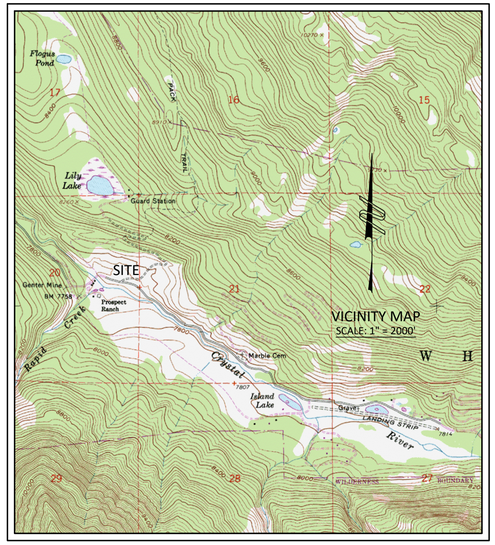
WARNING AND DISCLAIMER OF FLOODPLAIN HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I, _____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF FLOODPLAIN HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THIS PROPERTY, AND ANY IMPROVEMENTS THERETO. I/WE ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I,_____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF WILDFIRE HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THE PROPERTY, AND ANY IMPROVEMENTS THERETO. I/WE ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



PROTECTIVE COVENANTS AND DESIGN GUIDELINES

1. PERMITTED AND RESTRICTED USES.
(a) A PRIMARY RESIDENCE AND ESSENTIAL RESIDENCE ARE PERMITTED. SHORT TERM OR LONG TERM RENTALS ARE ALSO PERMITTED.

(b) NO COMMERCIAL OR BUSINESS ENTERPRISE OF ANY NATURE SHALL BE ALLOWED OR PERMITTED, UNLESS OTHERWISE ALLOWED UNDER THE LUR; PROVIDED, HOWEVER, THAT THE OWNER OF THE LOT MAY CONDUCT AN IN-HOME EXECUTIVE OFFICE OR A IN-HOME OCCUPATION, OR ARTISTIC OR LITERARY ACTIVITY WITHIN A BUILDING ON A LOT.

2. DESIGN CRITERIA.

(a) BUILDING SCALE AND LOCATION. THE BUILDING HEIGHTS, COMPATIBILITY WITH TERRAIN, AND SIZES OF ALL STRUCTURES THAT WILL BE ALLOWED ON THE LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 11-108: STANDARDS FOR DEVELOPMENT ON RIDGELINES, SECTION 13-103: GENERAL SITE PLAN STANDARDS AND LOT MEASUREMENTS, SECTION 13-105: RESIDENTIAL BUILDING SIZES AND LOT COVERAGES.

(b) ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE. THE ARCHITECTURAL STYLE OF ALL STRUCTURES ON THE LOT SHALL BE AS PERMITTED OR RESTRICTED BY THE L.U.R. ALL COLORS OF EXTERIOR WALLS, ROOFS AND CHIMNEYS SHALL BE NATURAL OR EARTH TONES IN COLOR TO BLEND WITH THE NATURAL SURROUNDINGS, UNLESS OTHERWISE APPROVED BY THE COUNTY. THE MATERIALS PERMITTED FOR SIDING AND ROOFING SHALL BE AS PERMITTED OR RESTRICTED BY THE L.U.R.

3. DOMESTIC ANIMAL CONTROL. THE MAXIMUM NUMBER OF DOMESTIC ANIMALS ALLOWED ON A LOT, INCLUDING ANY CONFINEMENT ON SITE BY KENNELING, LEASHING OR OTHER SIMILAR MEANS, SHALL BE SUBJECT TO SECTION 11-106:F.6: DOMESTIC ANIMAL CONTROLS, SECTION 11-109:D: DOMESTIC ANIMAL CONTROLS, AND SECTION 9-508: KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION.

4. EXTERIOR LIGHTING. EXTERIOR LIGHTING ON THE LOT SHALL COMPLY WITH SECTION 13-114: EXTERIOR LIGHTING.

5. FENCING. FENCING ON THE LOT SHALL COMPLY WITH SECTION 13-113: FENCING. IF THERE IS PROPOSED TO BE A FENCE SEPARATING THE LOT FROM LANDS ON WHICH THERE ARE AGRICULTURAL OPERATIONS OR ARE PUBLIC LANDS, THE FENCING SHALL BE SUBJECT TO COLORADO'S "FENCE OUT" REQUIREMENTS, AND CONSTRUCTION AND MAINTENANCE OF THE FENCE SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

6. RECLAMATION AND NOXIOUS WEED CONTROL. THE LOT OWNER SHALL COMPLY WITH SECTION 13-115: RECLAMATION AND NOXIOUS WEED CONTROL.

7. SIGNS. THE INSTALLATION OF SIGNS ON THE LOT REQUIRES COMPLIANCE WITH THE GUNNISON COUNTY REGULATIONS AND MAY REQUIRE A GUNNISON COUNTY SIGN PERMIT.

8. PARKING. PARKING SHALL BE SUBJECT TO SECTION 13-110: OFF-ROAD PARKING AND LOADING.

9. LANDSCAPING AND BUFFERING. THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ON THE LOT SHALL BE SUBJECT TO SECTION 13-111: LANDSCAPING AND BUFFERING. WILL BE DONE IN COOPERATION WITH GUNNISON COUNTY ROAD AND BRIDGE FOR TREE PLACEMENT.

10. PROVISION FOR SNOW REMOVAL AND SNOW STORAGE. THE LOT OWNER SHALL BE RESPONSIBLE FOR REMOVING SNOW FROM INTERIOR ROADS AND PARKING AREAS, AND OTHER APPLICABLE REQUIREMENTS PURSUANT TO SECTION 13-112: SNOW STORAGE.

11. STANDARDS TO ENSURE COMPATIBLE USES. THE LOT OWNER SHALL MITIGATE IMPACTS TO NEARBY RESIDENTIAL OR PUBLIC USE AREAS OR NEIGHBORHOOD LAND USES, PURSUANT TO SECTION 13-119: STANDARDS TO ENSURE COMPATIBLE USES.

12. SOLID-FUEL-BURNING DEVICES. IF SOLID-FUEL-BURNING DEVICES ARE TO BE USED IN THE PROPOSED DEVELOPMENT, THE LOT OWNER SHALL COMPLY WITH SECTION 13-107: INSTALLATION OF SOLID-FUEL-BURNING DEVICES.

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTES

1) DATE OF FIELD WORK: NOVEMBER 7, 2009; JULY 7, 2016 AND OCTOBER 12, 2019.

2) DATE OF PREPARATION: SEPTEMBER - DECEMBER, 2019; JANUARY - JULY, 2020 AND JANUARY - AUGUST, 2022.

3) LINEAR UNITS: THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

4) BASIS OF BEARING: A BEARING OF N89° 38' 34"E BETWEEN THE WEST ¼ CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST, MONUMENTED BY A G.L.O. 2 ½" BRASS CAP AND THE CENTER ¼ OF SAID SECTION 21, MONUMENTED BY A B.L.M. 3 ¼" ALUMINUM CAP 1988. SHOWN ON SHEET 2.

5) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SE RELIED UPON THE MAP OF THE DARIEN CONSERVATION EASEMENT PREPARED BY RHINO ENGINEERING, JOB NO. 28022.02, DATED JUNE, 2008 AND THE TITLE COMMITMENT ISSUED GUNNISON COUNTY ABSTRACT COMPANY, COMMITMENT NO. GS22-21 WITH AN EFFECTIVE DATE OF JULY 18, 2022. ONLY TITLE EXCEPTIONS AFFECTING THE PLATTED BOUNDARY, SHOWN ON SHEETS TWO AND THREE, WILL BE SHOWN

6) THE TWO FOOT (2') CONTOUR INTERVAL TOPOGRAPHY SHOWN ON SHEET 3 IS BASED ON THE VERTICAL DATUM NAVD 88 AND GENERATED BY SE FROM CLASSIFIED 2016 LIDAR DATA ACQUIRED THROUGH THE COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY.

7) PER THE DOCUMENT RECORDED JANUARY 21, 2021 AS RECEPTION NO. 672965, A FIFTY FOOT WIDE STRIP OF LAND IS CONVEYED "LYING SOUTHERLY AND ADJACENT TO THE SOUTHERLY HIGH WATER LINE OF THE CRYSTAL RIVER, FOR THE PURPOSE OF INGRESS AND EGRESS ACROSS THE WESTERLY ADJOINING LANDS." IT IS NOT SPECIFIED WHO THIS EASEMENT IS CONVEYED TO.

8) DOMESTIC ANIMALS MUST BE CONTROLLED BY KENNELING, LEASH, FENCING OR OTHER PHYSICAL CONSTRAINT AND THAT ANY EXPENSE OF ENFORCEMENT OF THE DOMESTIC ANIMAL CONTROL RESTRICTIONS BY THE COUNTY SHALL BE AT THE EXPENSE OF THE RESPONSIBLE ASSOCIATION OR INDIVIDUAL.

9) THE PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF THEIR PROPERTY.

10) TO ALL LOT OWNERS: THE IRRIGATION DITCH OWNER HAS THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND LEAVE NATURAL DEBRIS ON THE BANK.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

THE PLANNING COMMISSION OF GUNNISON COUNTY, COLORADO, HEREBY RECOMMENDS _____ APPROVAL OF THIS PLAT OF THE ABOVE SUBDIVISION, SUCH RECOMMENDATION BEING MADE AT A MEETING OF SAID COMMISSION HELD ON THIS
_____DAY OF _____, A.D. 20_____.

_____
CHAIRPERSON, GUNNISON COUNTY PLANNING COMMISSION

BOARD OF COUNTY COMMISSIONERS' APPROVAL

THE WITHIN PLAT OF MIRACLE ACRES IS APPROVED THIS _____ DAY OF _____, A.D. 20_____, AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE LOT OWNERS
AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

_____
CHAIRPERSON, GUNNISON COUNTY BOARD OF COMMISSIONERS

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

THE PROPERTY DESCRIBED ON THIS PLAT IS SUBJECT TO ALL THE REQUIREMENTS, TERMS AND CONDITIONS OF THE BOARD OF COUNTY COMMISSIONERS' RESOLUTION NO. _____, RECORDED AT RECEPTION NO._____ OF THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY.

SURVEYOR'S STATEMENT

I, GEOFFREY R. KELLER, DO HEREBY STATE THAT THIS SURVEY WAS PREPARED BY SOPRIS ENGINEERING, LLC FOR LARRY DARIEN AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS PLAT OF THE MIRACLE ACRES IS BASED ON A BEARING OF N89° 38' 34"E BETWEEN THE WEST 1/4 CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST, MONUMENTED BY A G.L.O. 2 1/2" BRASS CAP AND THE CENTER 1/4 OF SAID SECTION 21, MONUMENTED BY A B.L.M. 3 1/4" ALUMINUM CAP 1988.

DRAFT

BY:_____
GEOFFREY R. KELLER L.S. No. 37997

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

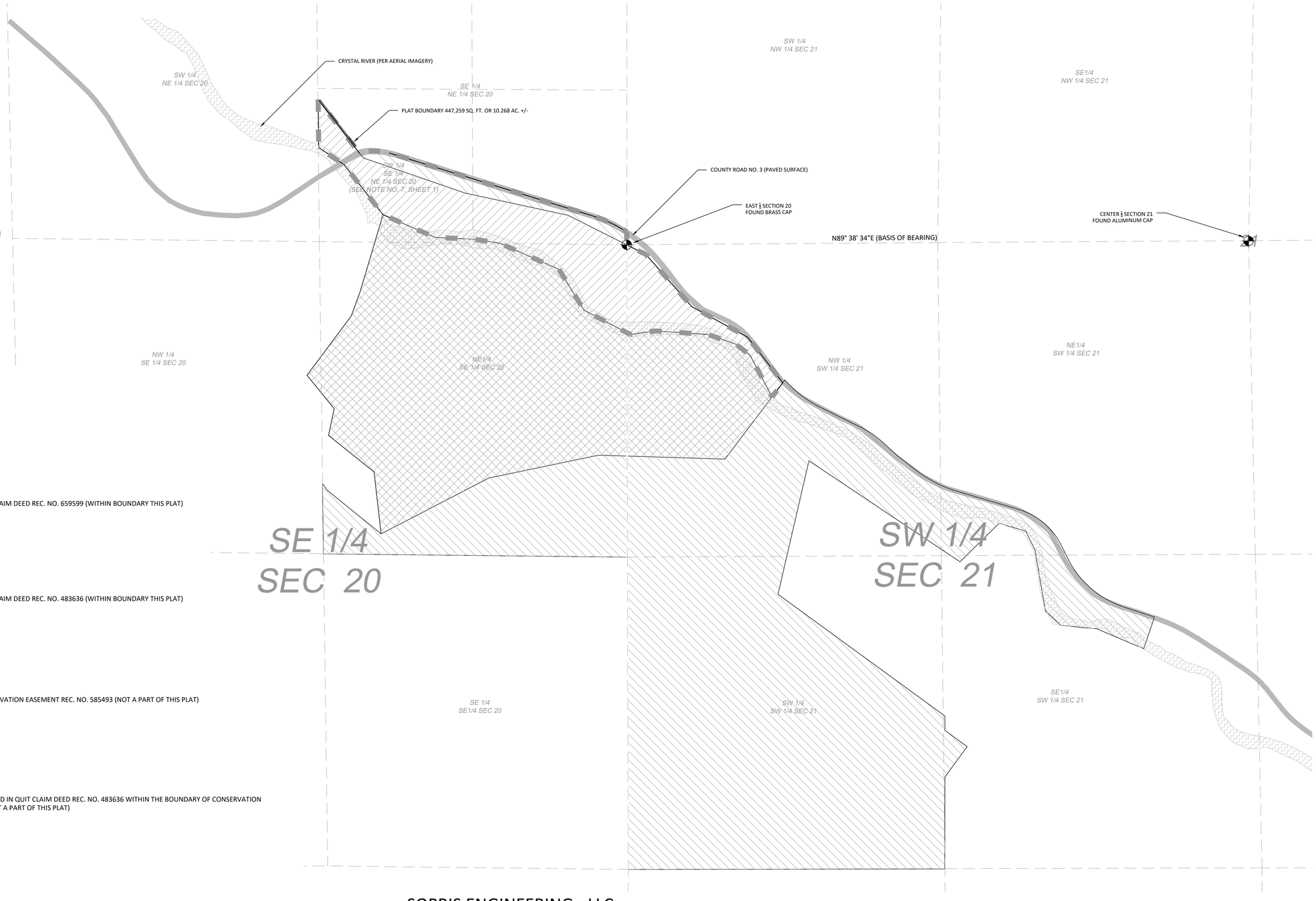
THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO,
ON THIS _____ DAY OF _____, A.D. 20_____, RECEPTION NUMBER _____, TIME _____, DATE _____.

_____
GUNNISON COUNTY CLERK AND RECORDER

MINOR PLAT OF:

MIRACLE ACRES, LOT 1

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO.



GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 659599 (WITHIN BOUNDARY THIS PLAT)

PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 483636 (WITHIN BOUNDARY THIS PLAT)

PROPERTY DESCRIBED IN CONSERVATION EASEMENT REC. NO. 585493 (NOT A PART OF THIS PLAT)

PORTION OF PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 483636 WITHIN THE BOUNDARY OF CONSERVATION EASEMENT REC. NO. 585493 (NOT A PART OF THIS PLAT)

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

MINOR PLAT OF:

MIRACLE ACRES, LOT 1

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 3 OF 3

LOT 1 DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 20, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND WITHIN THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEEDS RECORDED MAY 15, 1998 AS RECEPTION NOS. 483636 AND RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 OF THE GUNNISON COUNTY RECORDS; SAID PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE NORTHERLY BOUNDARY OF SAID PROPERTY RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 FROM WHENCE THE EAST 1/4 CORNER OF SAID SECTION 20 BEARS S.68°31'55"E., A DISTANCE OF 983.53 FEET; THENCE ALONG SAID NORTHERLY BOUNDARY N.72°49'04"W., A DISTANCE OF 80.82 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY 125.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, AND A DELTA ANGLE OF 36°04'17" (CHORD BEARS S.89°08'47"W., A DISTANCE OF 123.84 FEET) TO A POINT ON THE SOUTHERLY BOUNDARY OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED DECEMBER 26, 2012 AS RECEPTION NO. 617486 OF SAID COUNTY RECORDS; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ALONG SAID SOUTHERLY BOUNDARY N.37°43'03"W., A DISTANCE OF 283.62 FEET TO A POINT ON THE COMMON BOUNDARY BETWEEN SAID SOUTHERLY BOUNDARY AND THE PROPERTY OWNED BY THE UNITED STATES FOREST SERVICE; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG SAID FOREST SERVICE BOUNDARY S.0°38'33"E., A DISTANCE OF 199.57 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID QUIT CLAIM DEED RECORDED DECEMBER 26, 2012 AS RECEPTION NO. 617486; THENCE LEAVING SAID FOREST SERVICE BOUNDARY AND ALONG SAID NORTHERLY BOUNDARY S.55°58'33"E., A DISTANCE OF 127.77 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S.37°55'33"E., A DISTANCE OF 265.37 FEET TO A POINT ON THE COMMON BOUNDARY OF SAID DEED RECORDED AS RECEPTION NO. 483636, THE CONSERVATION EASEMENT RECORDED JULY 30, 2008 AS RECEPTION NO. 585493 OF SAID COUNTY RECORDS AND SAID NORTHERLY BOUNDARY; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ALONG SAID COMMON BOUNDARY S.66°25'24"E., A DISTANCE OF 42.97 FEET; THENCE LEAVING SAID COMMON BOUNDARY N.4°31'16"E., A DISTANCE OF 131.49 FEET; THENCE N.24°02'37"E., A DISTANCE OF 131.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 62,151 SQ. FT. OR 1.427 AC., MORE OR LESS

NOTE: LOT AREA DESCRIBED DOES NOT EXCLUDE EASEMENT FOR COUNTY ROAD NO. 3.

ATTORNEY'S OPINION

I, ROBERT M. O'HAYRE, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN LARRY VAUGHN DARIEN AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS :

1. ALL RESERVATIONS AND EXCEPTIONS AS SET FORTH IN UNITED STATES PATENT(S) RECORDED MAY 26, 1892 IN BOOK 101 AT PAGE 70, AND SEPTEMBER 30, 1896 IN BOOK 101 AT PAGE 148.

2. ANY TAXES, FEES, ASSESSMENTS, OR CHARGES BY REASON OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE CARBONDALE AND RURAL FIRE PROTECTION DISTRICT AS INITIALLY SET FORTH IN INSTRUMENT RECORDED APRIL 21, 1983 IN BOOK 591 AT PAGE 845.

3. EASEMENT TO COUNTY OF GUNNISON, COLORADO AS SET FORTH IN INSTRUMENT RECORDED MARCH 31, 1986 IN BOOK 628 AT PAGE 216; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO.

4. DEEDS OF DEDICATION TO THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RECORDED MAY 15, 2018 AS RECEPTION NO. 653175 AND RECEPTION NO. 653176; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO.

5. TERMS, CONDITIONS, OBLIGATIONS AND RESTRICTIONS IN GUNNISON COUNTY PLANNING COMMISSION CERTIFICATE OF MINOR IMPACT APPROVAL, CERTIFICATION NO. 02 SERIES 2019, RECORDED MAY 17, 2019 AS RECEPTION NO. 660052.

6. TERMS, CONDITIONS, OBLIGATIONS AND RESTRICTIONS IN GUNNISON COUNTY PLANNING COMMISSION CERTIFICATE OF MINOR IMPACT APPROVAL, CERTIFICATION NO. 06 SERIES 2020, RECORDED JANUARY 21, 2021 AS RECEPTION NO. 672965.

7. ACCESS EASEMENT RECORDED JULY 13, 2022 AS RECEPTION NO. 685132; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO. ACCESS THROUGH LOT 2 SET TO LOT 1. LEGAL USE CENTER OF RIVER – METES AND BOUNDS.

8. EASEMENT AND RIGHT OF WAY FOR COUNTY ROAD 3.

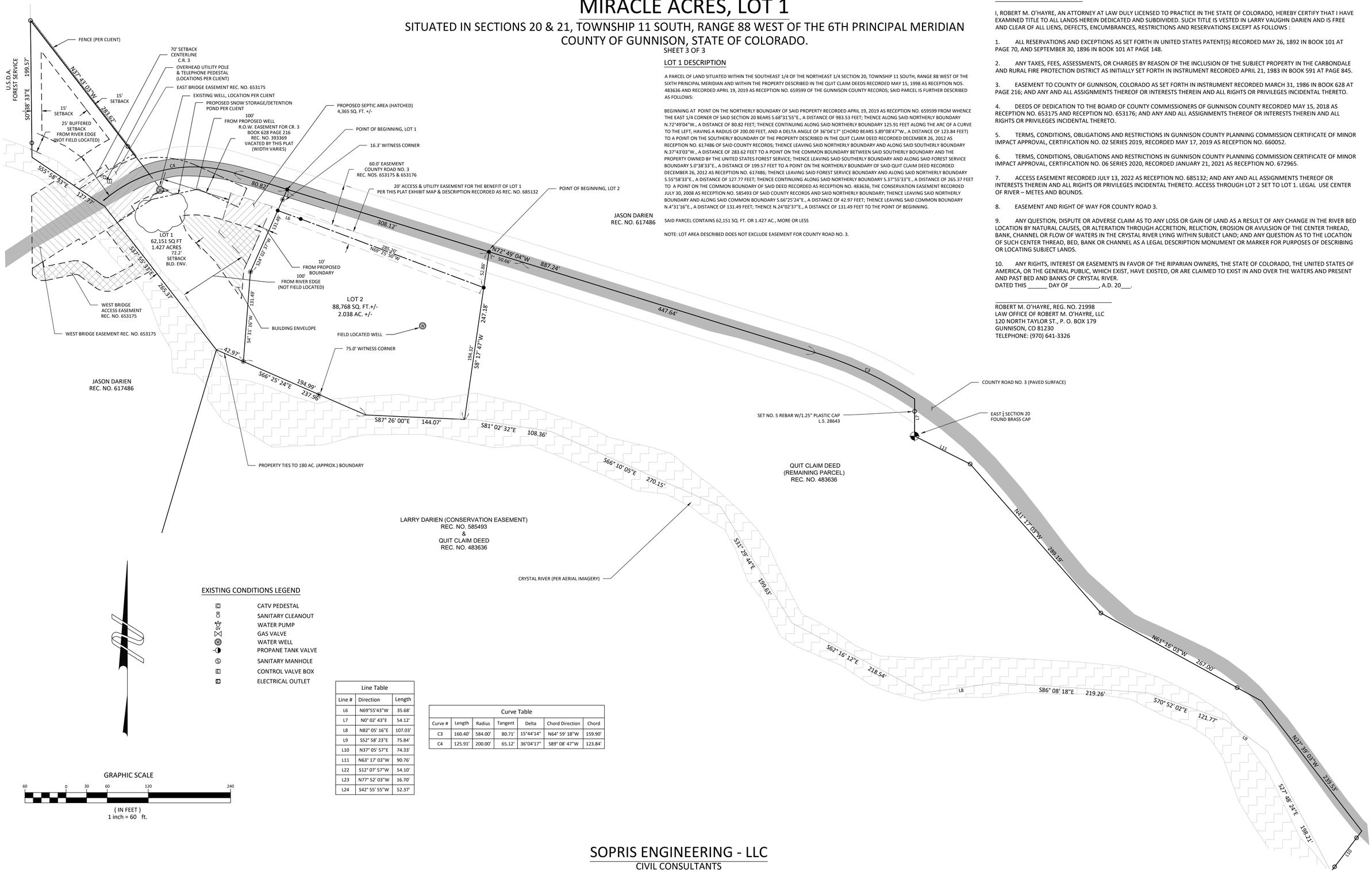
9. ANY QUESTION, DISPUTE OR ADVERSE CLAIM AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL CAUSES, OR ALTERATION THROUGH ACCRETION, RELICTION, EROSION OR AVULSION OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE CRYSTAL RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.

10. ANY RIGHTS, INTEREST OR EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF CRYSTAL RIVER.

DATED THIS _____ DAY OF _____, A.D. 20___.

_____

ROBERT M. O'HAYRE, REG. NO. 21998
LAW OFFICE OF ROBERT M. O'HAYRE, LLC
120 NORTH TAYLOR ST., P. O. BOX 179
GUNNISON, CO 81230
TELEPHONE: (970) 641-3326



EXISTING CONDITIONS LEGEND

- CATV PEDESTAL
- SANITARY CLEANOUT
- WATER PUMP
- GAS VALVE
- WATER WELL
- PROPANE TANK VALVE
- SANITARY MANHOLE
- CONTROL VALVE BOX
- ELECTRICAL OUTLET

Line Table		
Line #	Direction	Length
L6	N69°55'43"W	35.68'
L7	N0° 02' 43"E	54.12'
L8	N82° 05' 16"E	107.03'
L9	S52° 58' 23"E	75.84'
L10	N37° 05' 57"E	74.33'
L11	N63° 17' 03"W	90.76'
L22	S12° 07' 57"W	54.10'
L23	N77° 52' 03"W	16.70'
L24	S42° 55' 55"W	52.37'

Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C3	160.40'	584.00'	80.71'	15°44'14"	N64° 59' 18"W	159.90'
C4	125.91'	200.00'	65.12'	36°04'17"	S89° 08' 47"W	123.84'

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

MINOR PLAT OF:

MIRACLE ACRES, LOT 2

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 1 OF 3

DEDICATION

I, LARRY DARIEN, BEING THE OWNER, OF THE LAND DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SE 1/4 NE 1/4 AND THE NE 1/4 SE1/4 OF SECTION 20 AND THE NW 1/4 SW 1/4 OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 20, T. 11 S, R 88 W., 6TH P. M.; THENCE N63°17'03"W, A DISTANCE OF 275.39 FEET; THENCE N77°52'03"W, A DISTANCE OF 439.86 FEET; THENCE N70°57'03"W, A DISTANCE OF 450.53 FEET; THENCE N37°43'03"W, A DISTANCE OF 307.25 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 NE1/4 OF SAID SECTION 20; THENCE S0°38'33"E, A DISTANCE OF 199.57 FEET ALONG THE WEST LINE OF THE SE1/4 NE1/4 OF SAID SECTION 20 TO A POINT IN THE CENTER OF THE CRYSTAL RIVER; THENCE S55°58'33"E, A DISTANCE OF 127.77 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S37°55'33"E, A DISTANCE OF 265.37 FEET ALONG CENTER OF SAID CRYSTAL RIVER; THENCE S16°35'27"W, A DISTANCE OF 336.94 FEET; THENCE S20°07'27"W, A DISTANCE OF 107.37 FEET; THENCE S36°44'27"W, A DISTANCE OF 308.81 FEET; THENCE S39°09'33"E, A DISTANCE OF 180.10 FEET; THENCE S11°59'27"W, A DISTANCE OF 113.97 FEET; THENCE S51°12'03"E, A DISTANCE OF 244.09 FEET; THENCE S6°31'03"E, A DISTANCE OF 260.33 FEET; THENCE N62°34'57"E, A DISTANCE OF 507.11 FEET; THENCE N78°14'57"E, A DISTANCE OF 468.29 FEET; THENCE S88°13'03"E, A DISTANCE OF 529.05 FEET; THENCE N37°05'57"E, A DISTANCE OF 400.47 FEET; THENCE N37°39'03"W, A DISTANCE OF 239.53 FEET; THENCE N61°16'03"W, A DISTANCE OF 267.00 FEET; THENCE N41°17'03"W, A DISTANCE OF 289.19 FEET; THENCE N63°17'03"W, A DISTANCE OF 90.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE PROPERTY DESCRIBED IN THE QUIT CLAIM RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 OF THE GUNNISON COUNTY RECORDS.

EXCEPTING THEREFROM THE CONSERVATION EASEMENT RECORDED JULY 30, 2008 AS RECEPTION NO. 585493 OF THE GUNNISON COUNTY RECORDS.

SAID PROPERTY CONTAINS 447,259 SQUARE FEET OR 10.268 ACRES, MORE OR LESS.

IN GUNNISON COUNTY, COLORADO, UNDER THE NAME OF MIRACLE ACRES, HAVE LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY PERMANENTLY DEDICATE TO THE OWNERS OF LOT 1 AND REMAINING PARCEL, THE TWENTY FOOT (20') ACCESS EASEMENT, AS SHOWN ON SHEET 3
AND DO HEREBY PERMANENTLY DEDICATE TO THE OWNERS OF LOT 1 AND THE REMAINING PARCEL, THE SEPTIC EASEMENT ON THE REMAINING PARCEL, AS SHOWN ON SHEET 3

IN WITNESS WHEREOF LARRY DARIEN HAS SUBSCRIBED HIS NAME THIS _____ DAY OF _____, A.D. 20___.

BY _____
OWNER

IN WITNESS WHEREOF (PRINTED NAME OF THE OWNER HAS (SUBSCRIBED HIS NAME THIS
_____DAY OF _____, A.D. 20_____.

BY _____
OWNER

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20_____, BY LARRY DARIEN.

MY COMMISSION EXPIRES: _____
MY ADDRESS IS: _____
WITNESS MY HAND AND OFFICIAL SEAL:
_____ (SEAL)
NOTARY PUBLIC

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I, _____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF GEOLOGIC HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THIS PROPERTY, AND ANY IMPROVEMENTS THERETO. I ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

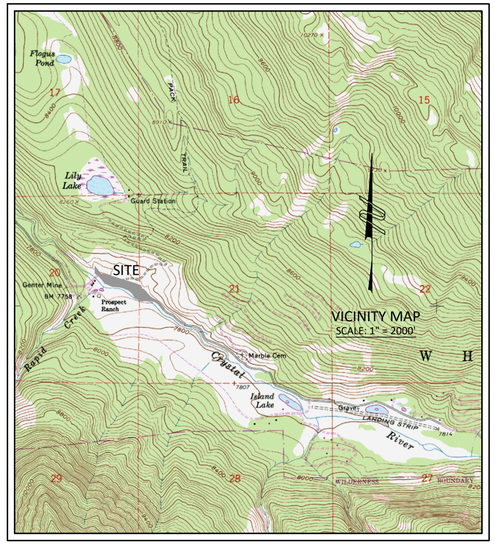
WARNING AND DISCLAIMER OF FLOODPLAIN HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I, _____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS,
HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF FLOODPLAIN HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THIS PROPERTY, AND ANY IMPROVEMENTS THERETO. I/WE ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I,_____ (OWNER OF PROPERTY) ON BEHALF OF MYSELF/OURSELVES AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF WILDFIRE HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THE PROPERTY, AND ANY IMPROVEMENTS THERETO. I/WE ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



PROTECTIVE COVENANTS AND DESIGN GUIDELINES

1. PERMITTED AND RESTRICTED USES.
(a) A PRIMARY RESIDENCE AND ESSENTIAL RESIDENCE ARE PERMITTED. SHORT TERM OR LONG TERM RENTALS ARE ALSO PERMITTED.

(b) NO COMMERCIAL OR BUSINESS ENTERPRISE OF ANY NATURE SHALL BE ALLOWED OR PERMITTED, UNLESS OTHERWISE ALLOWED UNDER THE LUR; PROVIDED, HOWEVER, THAT THE OWNER OF THE LOT MAY CONDUCT AN IN-HOME EXECUTIVE OFFICE OR A IN-HOME OCCUPATION, OR ARTISTIC OR LITERARY ACTIVITY WITHIN A BUILDING ON A LOT.

2. DESIGN CRITERIA.

(a) BUILDING SCALE AND LOCATION. THE BUILDING HEIGHTS, COMPATIBILITY WITH TERRAIN, AND SIZES OF ALL STRUCTURES THAT WILL BE ALLOWED ON THE LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 11-108: STANDARDS FOR DEVELOPMENT ON RIDGELINES, SECTION 13-103: GENERAL SITE PLAN STANDARDS AND LOT MEASUREMENTS, SECTION 13-105: RESIDENTIAL BUILDING SIZES AND LOT COVERAGES.

(b) ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE. THE ARCHITECTURAL STYLE OF ALL STRUCTURES ON THE LOT SHALL BE AS PERMITTED OR RESTRICTED BY THE L.U.R. ALL COLORS OF EXTERIOR WALLS, ROOFS AND CHIMNEYS SHALL BE NATURAL OR EARTH TONES IN COLOR TO BLEND WITH THE NATURAL SURROUNDINGS, UNLESS OTHERWISE APPROVED BY THE COUNTY. THE MATERIALS PERMITTED FOR SIDING AND ROOFING SHALL BE AS PERMITTED OR RESTRICTED BY THE L.U.R.

3. DOMESTIC ANIMAL CONTROL. THE MAXIMUM NUMBER OF DOMESTIC ANIMALS ALLOWED ON A LOT, INCLUDING ANY CONFINEMENT ON SITE BY KENNELING, LEASHING OR OTHER SIMILAR MEANS, SHALL BE SUBJECT TO SECTION 11-106:F.6: DOMESTIC ANIMAL CONTROLS, SECTION 11-109:D: DOMESTIC ANIMAL CONTROLS, AND SECTION 9-508: KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION.

4. EXTERIOR LIGHTING. EXTERIOR LIGHTING ON THE LOT SHALL COMPLY WITH SECTION 13-114: EXTERIOR LIGHTING.

5. FENCING. FENCING ON THE LOT SHALL COMPLY WITH SECTION 13-113: FENCING. IF THERE IS PROPOSED TO BE A FENCE SEPARATING THE LOT FROM LANDS ON WHICH THERE ARE AGRICULTURAL OPERATIONS OR ARE PUBLIC LANDS, THE FENCING SHALL BE SUBJECT TO COLORADO'S "FENCE OUT" REQUIREMENTS, AND CONSTRUCTION AND MAINTENANCE OF THE FENCE SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

6. RECLAMATION AND NOXIOUS WEED CONTROL. THE LOT OWNER SHALL COMPLY WITH SECTION 13-115: RECLAMATION AND NOXIOUS WEED CONTROL.

7. SIGNS. THE INSTALLATION OF SIGNS ON THE LOT REQUIRES COMPLIANCE WITH THE GUNNISON COUNTY REGULATIONS AND MAY REQUIRE A GUNNISON COUNTY SIGN PERMIT.

8. PARKING. PARKING SHALL BE SUBJECT TO SECTION 13-110: OFF-ROAD PARKING AND LOADING.

9. LANDSCAPING AND BUFFERING. THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ON THE LOT SHALL BE SUBJECT TO SECTION 13-111: LANDSCAPING AND BUFFERING. WILL BE DONE IN COOPERATION WITH GUNNISON COUNTY ROAD AND BRIDGE FOR TREE PLACEMENT.

10. PROVISION FOR SNOW REMOVAL AND SNOW STORAGE. THE LOT OWNER SHALL BE RESPONSIBLE FOR REMOVING SNOW FROM INTERIOR ROADS AND PARKING AREAS, AND OTHER APPLICABLE REQUIREMENTS PURSUANT TO SECTION 13-112: SNOW STORAGE.

11. STANDARDS TO ENSURE COMPATIBLE USES. THE LOT OWNER SHALL MITIGATE IMPACTS TO NEARBY RESIDENTIAL OR PUBLIC USE AREAS OR NEIGHBORHOOD LAND USES, PURSUANT TO SECTION 13-119: STANDARDS TO ENSURE COMPATIBLE USES.

12. SOLID-FUEL-BURNING DEVICES. IF SOLID-FUEL-BURNING DEVICES ARE TO BE USED IN THE PROPOSED DEVELOPMENT, THE LOT OWNER SHALL COMPLY WITH SECTION 13-107: INSTALLATION OF SOLID-FUEL-BURNING DEVICES.

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTES

1) DATE OF FIELD WORK: NOVEMBER 7, 2009; JULY 7, 2016 AND OCTOBER 12, 2019.

2) DATE OF PREPARATION: SEPTEMBER - DECEMBER, 2019; JANUARY - JULY, 2020 AND JANUARY - AUGUST, 2022.

3) LINEAR UNITS: THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

4) BASIS OF BEARING: A BEARING OF N89° 38' 34"E BETWEEN THE WEST ¼ CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST, MONUMENTED BY A G.L.O. 2 ½" BRASS CAP AND THE CENTER ¼ OF SAID SECTION 21, MONUMENTED BY A B.L.M. 3 ¼" ALUMINUM CAP 1988. SHOWN ON SHEET 2.

5) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SE RELIED UPON THE MAP OF THE DARIEN CONSERVATION EASEMENT PREPARED BY RHINO ENGINEERING, JOB NO. 28022.02, DATED JUNE, 2008 AND THE TITLE COMMITMENT ISSUED GUNNISON COUNTY ABSTRACT COMPANY, COMMITMENT NO. GS22-21 WITH AN EFFECTIVE DATE OF JULY 18, 2022. ONLY TITLE EXCEPTIONS AFFECTING THE PLATTED BOUNDARY, SHOWN ON SHEETS TWO AND THREE, WILL BE SHOWN

6) THE TWO FOOT (2') CONTOUR INTERVAL TOPOGRAPHY SHOWN ON SHEET 3 IS BASED ON THE VERTICAL DATUM NAVD 88 AND GENERATED BY SE FROM CLASSIFIED 2016 LIDAR DATA ACQUIRED THROUGH THE COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY.

7) PER THE DOCUMENT RECORDED JANUARY 21, 2021 AS RECEPTION NO. 672965, A FIFTY FOOT WIDE STRIP OF LAND IS CONVEYED "LYING SOUTHERLY AND ADJACENT TO THE SOUTHERLY HIGH WATER LINE OF THE CRYSTAL RIVER, FOR THE PURPOSE OF INGRESS AND EGRESS ACROSS THE WESTERLY ADJOINING LANDS." IT IS NOT SPECIFIED WHO THIS EASEMENT IS CONVEYED TO.

8) DOMESTIC ANIMALS MUST BE CONTROLLED BY KENNELING, LEASH, FENCING OR OTHER PHYSICAL CONSTRAINT AND THAT ANY EXPENSE OF ENFORCEMENT OF THE DOMESTIC ANIMAL CONTROL RESTRICTIONS BY THE COUNTY SHALL BE AT THE EXPENSE OF THE RESPONSIBLE ASSOCIATION OR INDIVIDUAL.

9) THE PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF THEIR PROPERTY.

10) TO ALL LOT OWNERS: THE IRRIGATION DITCH OWNER HAS THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND LEAVE NATURAL DEBRIS ON THE BANK.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

THE PLANNING COMMISSION OF GUNNISON COUNTY, COLORADO, HEREBY RECOMMENDS _____ APPROVAL OF THIS PLAT OF THE ABOVE SUBDIVISION, SUCH RECOMMENDATION BEING MADE AT A MEETING OF SAID COMMISSION HELD ON THIS
_____DAY OF _____, A.D. 20_____.

_____
CHAIRPERSON, GUNNISON COUNTY PLANNING COMMISSION

BOARD OF COUNTY COMMISSIONERS' APPROVAL

THE WITHIN PLAT OF MIRACLE ACRES IS APPROVED THIS _____ DAY OF _____, A.D. 20_____, AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE LOT OWNERS
AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

_____
CHAIRPERSON, GUNNISON COUNTY BOARD OF COMMISSIONERS

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

THE PROPERTY DESCRIBED ON THIS PLAT IS SUBJECT TO ALL THE REQUIREMENTS, TERMS AND CONDITIONS OF THE BOARD OF COUNTY COMMISSIONERS' RESOLUTION NO. _____, RECORDED AT RECEPTION NO._____ OF THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY.

SURVEYOR'S STATEMENT

I, GEOFFREY R. KELLER, DO HEREBY STATE THAT THIS SURVEY WAS PREPARED BY SOPRIS ENGINEERING, LLC FOR LARRY DARIEN AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS PLAT OF THE MIRACLE ACRES IS BASED ON A BEARING OF N89° 38' 34"E BETWEEN THE WEST 1/4 CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST, MONUMENTED BY A G.L.O. 2 1/2" BRASS CAP AND THE CENTER 1/4 OF SAID SECTION 21, MONUMENTED BY A B.L.M. 3 1/4" ALUMINUM CAP 1988.

DRAFT

BY:_____
GEOFFREY R. KELLER L.S. No. 37997

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

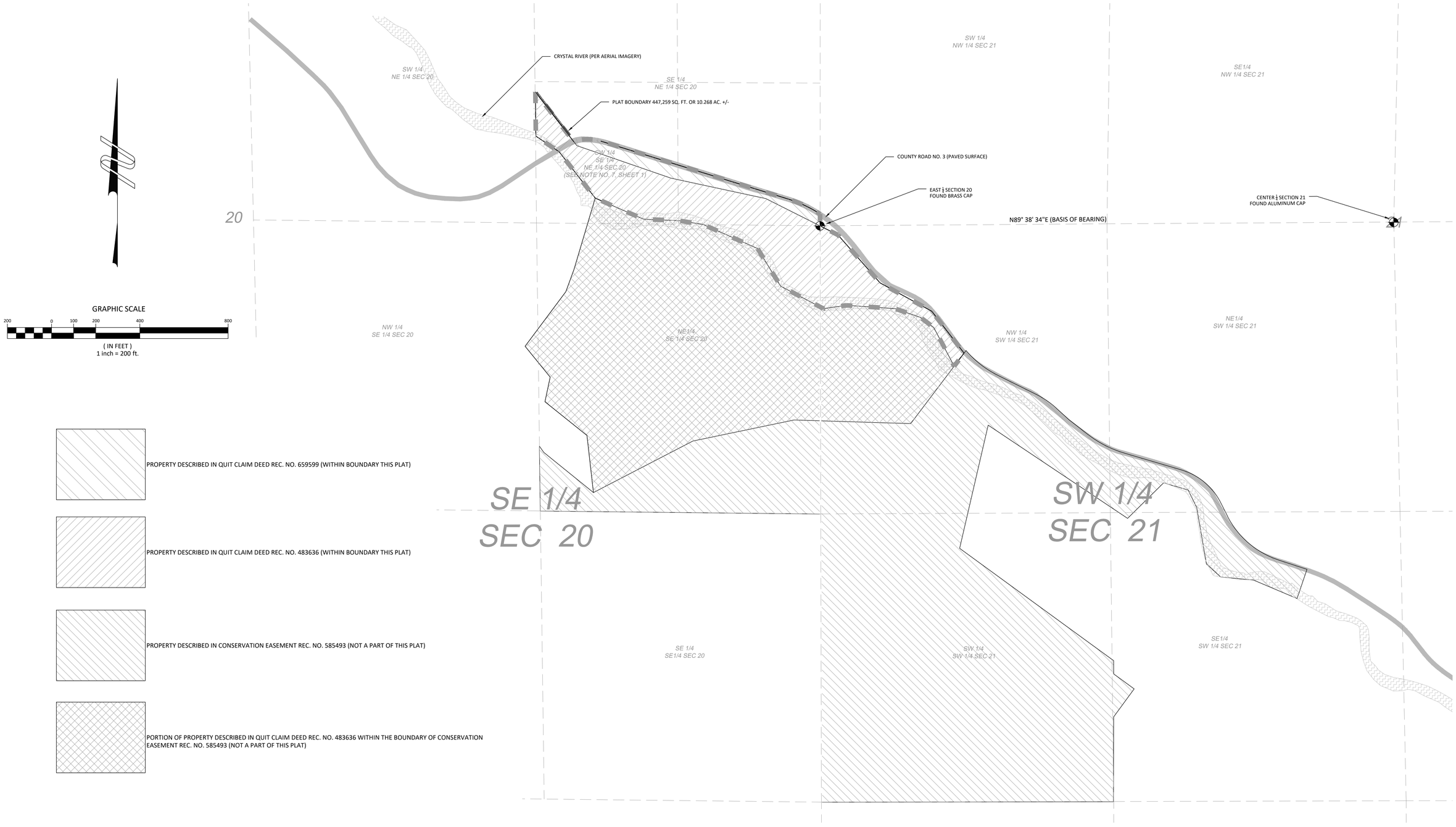
THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO,
ON THIS _____ DAY OF _____, A.D. 20_____, RECEPTION NUMBER _____, TIME _____, DATE _____.

_____
GUNNISON COUNTY CLERK AND RECORDER

MINOR PLAT OF:

MIRACLE ACRES, LOT 2

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO.



GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 659599 (WITHIN BOUNDARY THIS PLAT)

PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 483636 (WITHIN BOUNDARY THIS PLAT)

PROPERTY DESCRIBED IN CONSERVATION EASEMENT REC. NO. 585493 (NOT A PART OF THIS PLAT)

PORTION OF PROPERTY DESCRIBED IN QUIT CLAIM DEED REC. NO. 483636 WITHIN THE BOUNDARY OF CONSERVATION EASEMENT REC. NO. 585493 (NOT A PART OF THIS PLAT)

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

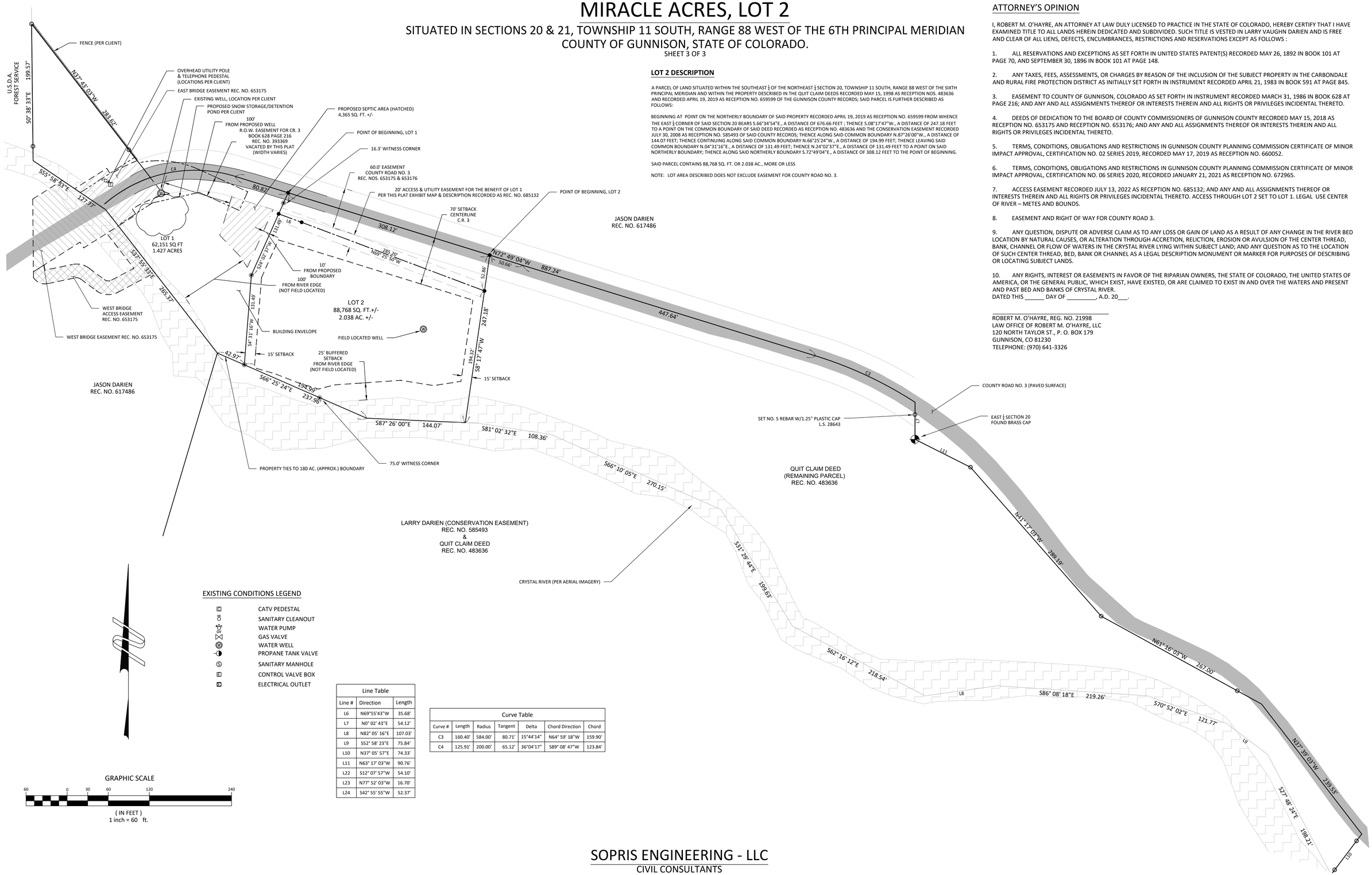
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

MINOR PLAT OF:

MIRACLE ACRES, LOT 2

SITUATED IN SECTIONS 20 & 21, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 3 OF 3



LOT 2 DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ SECTION 20, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND WITHIN THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEEDS RECORDED MAY 15, 1998 AS RECEPTION NOS. 483636 AND RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 OF THE GUNNISON COUNTY RECORDS; SAID PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE NORTHERLY BOUNDARY OF SAID PROPERTY RECORDED APRIL 19, 2019 AS RECEPTION NO. 659599 FROM WHENCE THE EAST ¼ CORNER OF SAID SECTION 20 BEARS S.66°34'54"E., A DISTANCE OF 676.66 FEET ; THENCE S.08°17'47"W., A DISTANCE OF 247.18 FEET TO A POINT ON THE COMMON BOUNDARY OF SAID DEED RECORDED AS RECEPTION NO. 483636 AND THE CONSERVATION EASEMENT RECORDED JULY 30, 2008 AS RECEPTION NO. 585493 OF SAID COUNTY RECORDS; THENCE ALONG SAID COMMON BOUNDARY N.87°26'00"W., A DISTANCE OF 144.07 FEET; THENCE CONTINUING ALONG SAID COMMON BOUNDARY N.66°25'24"W., A DISTANCE OF 194.99 FEET; THENCE LEAVING SAID COMMON BOUNDARY N.04°31'16"E., A DISTANCE OF 131.49 FEET; THENCE N.24°02'37"E., A DISTANCE OF 131.49 FEET TO A POINT ON SAID NORTHERLY BOUNDARY; THENCE ALONG SAID NORTHERLY BOUNDARY S.72°49'04"E., A DISTANCE OF 308.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 88,768 SQ. FT. OR 2.038 AC., MORE OR LESS

NOTE: LOT AREA DESCRIBED DOES NOT EXCLUDE EASEMENT FOR COUNTY ROAD NO. 3.

ATTORNEY'S OPINION

I, ROBERT M. O'HAYRE, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN LARRY VAUGHN DARIEN AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS :

1. ALL RESERVATIONS AND EXCEPTIONS AS SET FORTH IN UNITED STATES PATENT(S) RECORDED MAY 26, 1892 IN BOOK 101 AT PAGE 70, AND SEPTEMBER 30, 1896 IN BOOK 101 AT PAGE 148.

2. ANY TAXES, FEES, ASSESSMENTS, OR CHARGES BY REASON OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE CARBONDALE AND RURAL FIRE PROTECTION DISTRICT AS INITIALLY SET FORTH IN INSTRUMENT RECORDED APRIL 21, 1983 IN BOOK 591 AT PAGE 845.

3. EASEMENT TO COUNTY OF GUNNISON, COLORADO AS SET FORTH IN INSTRUMENT RECORDED MARCH 31, 1986 IN BOOK 628 AT PAGE 216; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO.

4. DEEDS OF DEDICATION TO THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RECORDED MAY 15, 2018 AS RECEPTION NO. 653175 AND RECEPTION NO. 653176; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO.

5. TERMS, CONDITIONS, OBLIGATIONS AND RESTRICTIONS IN GUNNISON COUNTY PLANNING COMMISSION CERTIFICATE OF MINOR IMPACT APPROVAL, CERTIFICATION NO. 02 SERIES 2019, RECORDED MAY 17, 2019 AS RECEPTION NO. 660052.

6. TERMS, CONDITIONS, OBLIGATIONS AND RESTRICTIONS IN GUNNISON COUNTY PLANNING COMMISSION CERTIFICATE OF MINOR IMPACT APPROVAL, CERTIFICATION NO. 06 SERIES 2020, RECORDED JANUARY 21, 2021 AS RECEPTION NO. 672965.

7. ACCESS EASEMENT RECORDED JULY 13, 2022 AS RECEPTION NO. 685132; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN AND ALL RIGHTS OR PRIVILEGES INCIDENTAL THERETO. ACCESS THROUGH LOT 2 SET TO LOT 1. LEGAL USE CENTER OF RIVER – METES AND BOUNDS.

8. EASEMENT AND RIGHT OF WAY FOR COUNTY ROAD 3.

9. ANY QUESTION, DISPUTE OR ADVERSE CLAIM AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL CAUSES, OR ALTERATION THROUGH ACCRETION, RELICTION, EROSION OR AVULSION OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE CRYSTAL RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.

10. ANY RIGHTS, INTEREST OR EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF CRYSTAL RIVER.

DATED THIS _____ DAY OF _____, A.D. 20___.

_____
ROBERT M. O'HAYRE, REG. NO. 21998
LAW OFFICE OF ROBERT M. O'HAYRE, LLC
120 NORTH TAYLOR ST., P. O. BOX 179
GUNNISON, CO 81230
TELEPHONE: (970) 641-3326

EXISTING CONDITIONS LEGEND

- CATV PEDESTAL
- SANITARY CLEANOUT
- WATER PUMP
- GAS VALVE
- WATER WELL
- PROPANE TANK VALVE
- SANITARY MANHOLE
- CONTROL VALVE BOX
- ELECTRICAL OUTLET

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Line Table		
Line #	Direction	Length
L6	N69°55'43"W	35.68'
L7	N0° 02' 43"E	54.12'
L8	N82° 05' 16"E	107.03'
L9	S52° 58' 23"E	75.84'
L10	N37° 05' 57"E	74.33'
L11	N63° 17' 03"W	90.76'
L22	S12° 07' 57"W	54.10'
L23	N77° 52' 03"W	16.70'
L24	S42° 55' 55"W	52.37'

Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C3	160.40'	584.00'	80.71'	15°44'14"	N64° 59' 18"W	159.90'
C4	125.91'	200.00'	65.12'	36°04'17"	S89° 08' 47"W	123.84'

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22 - ____

A RESOLUTION APPROVING LARRY DARIEN, MIRACLE ARCES, LOT 2 SUBDIVISION LOCATED AT SUBJECT PARCEL LEGALLY DESCRIBED AS A TRACK OF LAND SITUATED IN THE SE ¼ NE ¼ AND THE NE ¼ SE ¼ OF SECTION 20 AND THE NW ¼ SW ¼ OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 EAST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED FURTHER IN EXHIBIT A. 2880 COUNTY ROAD 3, MARBLE COLORADO, LUC-19-00051.

WHEREAS, the applicant, Larry Darien, proposes to subdivide an existing 185.202-acre parcel in Marble, Colorado into two lots, 2.038-acre Lot A (referenced as Lot 2 on Miracle Acres plat) and 183.202-acre Lot B. The subject property is presently developed with two buildings. One 6,000 sq. ft. structure is a seven-room bed and breakfast (B&B) with a two-bedroom caretaker cabin (Cabin). The other structure is a two-unit building with one two-bedroom apartment and a one-bedroom apartment (Duplex).

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on May 29, 2020. The Gunnison County Planning Commission approved a Recommendation of conditional approval of *Miracle Acres, Lot 2* on May 29, 2020, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 6, 2022, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's May 29, 2020 Recommendation, with the following Findings and Conditions of Approval:

Findings:
The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*

2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

3. That the recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations.

4. There is adequate water supply for the subdivision lots.

5. The property meets the definition of an agricultural operation.

6. This application is consistent with the standards and requirements of this *Resolution*.

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.

2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

5. The recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations, as amended. The engineer's as-built and approval letter for OWTS-21-00123 located at 2880 County Road 3, was received on August 3, 2022. Gunnison County building inspector Charlie Dominguez issued the final inspection approval on August 4, 2022.

6. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2019-00051 *Miracle Acres, Lot 2*, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 6th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Roland Mason, Commissioner

ATTEST:

_____
Gunnison County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22 - ____

A RESOLUTION APPROVING LARRY DARIEN, MIRACLE ARCES, LOT 1 SUBDIVISION LOCATED AT SUBJECT PARCEL LEGALLY DESCRIBED AS A TRACK OF LAND SITUATED IN THE SE ¼ NE ¼ AND THE NE ¼ SE ¼ OF SECTION 20 AND THE NW ¼ SW ¼ OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 EAST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED FURTHER IN EXHIBIT A. 2880 COUNTY ROAD 3, MARBLE COLORADO, LUC-22-00002.

WHEREAS, the applicant, Larry Darien, proposes to subdivide 1.427 acres from the 185.24 acre Darien Ranch. The proposed use of Lot 1 is a single family unit with an ADU. The water source will be provided by an existing well (Permit #83104-F) who's court decree of augmentation is 16CW3033. The septic will be served by a County approved On-Site Waste Water Treatment System. Access will be from Gunnison County Road 3 across Lot 2 of the Miracle Acres plat. This access will be along the North side of the Darien Ranch Lodge along the old alignment of County Road 3. All utilities (electricity and phone) are on site. According to this application, the estimated amount of new traffic would be 20 trips.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 16, 2022. The Gunnison County Planning Commission approved a Recommendation of conditional approval of *Miracle Acres, Lot 1* on June 16, 2022, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 6, 2022, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's June 16, 2022 Recommendation, with the following Findings and Conditions of Approval:

Findings:
The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*

2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

3. A twenty-foot access easement for the new subdivided lot across the adjacent Darien lodge parcel will provide access to the property line.

4. Existing water wells, decrees and augmentation plan from previous water court cases (Water Decree, Case Number: 2016CW3033 and 06CW244) are in place and are sufficient.

5. An on-site waste water treatment system feasibility report by Sopris Engineering dated January 26, 2022 has been completed and provides adequate assessment and approval of this site.

6. This site has been reviewed for geologic hazards by Colorado Geologic Survey Engineering Geologist, Jill Carlson, per a letter dated April 12, 2022 she states, “CGS has no objection to approval of LUC-22-00002 as proposed.”

7. This application is consistent with the standards and requirements of this *Resolution*.

8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.

2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

3. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

5. This subdivided Lot 1 has an access easement to the property line across the adjacent Darien lodge parcel, *Miracle Acres Lot 2.* A new driveway application for this parcel shall be required at the time of building.

6. A landscaping plan shall provide a buffer for the house from County Road 3 for 200 feet starting near the bridge. The new landscaping will be planted in locations acceptable to the Gunnison County Road and Bridge Department and will not block line of sight on County Road 3.

7. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

8. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

9. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2022-00002 *Miracle Acres, Lot 1*, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 6th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS

Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Roland Mason, Commissioner

ATTEST:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Roaring Fork Valley W

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County - Roaring Fork Wildfire Collaborative

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

MOU encouraging collaboration and coordination regarding wildfire mitigation projects (private and public) in the Roaring Fork Valley, which includes the Upper Crystal River Valley and Mable areas. The intent is to better align efforts, and leverage cross boundary projects

Fiscal Impact: None

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Preferrable, but not required, would be specific reference to CORA in the FOIA paragraph. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/28/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/6/2022

Revised April 2015

FS Agreement No. 23-MU-11021500-004

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
PITKIN COUNTY
AND
EAGLE COUNTY
AND
GARFIELD COUNTY
AND
GUNNISON COUNTY
AND
THE CITY OF ASPEN
AND
THE TOWN OF SNOWMASS VILLAGE
AND
THE TOWN OF BASALT
AND
THE TOWN OF CARBONDALE
AND
THE CITY OF GLENWOOD SPRINGS
AND
THE TOWN OF MARBLE
AND
ASPEN FIRE PROTECTION DISTRICT
AND
ROARING FORK FIRE RESCUE AUTHORITY
AND
CARBONDALE AND RURAL FIRE PROTECTION DISTRICT
AND
GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT
AND
COLORADO STATE FOREST SERVICE
AND
COLORADO PARKS AND WILDLIFE
AND
USDI, BUREAU OF LAND MANAGEMENT, COLORADO RIVER VALLEY FIELD OFFICE, UPPER COLORADO RIVER DISTRICT
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST, ASPEN-SOPRIS RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Pitkin County, Eagle County, Garfield County, Gunnison County, The City of Aspen, The Town of Snowmass Village, The Town of Basalt, The Town of Carbondale, The City of Glenwood Springs, Aspen Fire Protection District, Roaring Fork Fire Rescue Authority, Carbondale and Rural Fire Protection District, Glenwood Springs Rural Fire Protection District, Colorado State Forest Service, Colorado Parks and Wildlife, and The Bureau of Land Management Colorado River Field Office, hereinafter referred to as "Parties, Members, or Cooperators," and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Aspen-Sopris Ranger District, hereinafter referred to as the "U.S. Forest Service."

Background: The Roaring Fork Valley Wildfire Collaborative works to empower all people to take action to reduce risk in their communities to protect people, property, and places from wildfire loss. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore will work collaboratively and in a coordinated fashion to achieve the shared goals and objectives of the MOU.

Title: Roaring Fork Valley Wildfire Collaborative

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the mission and objectives set forth for the Roaring Fork Valley Wildfire Collaborative and in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Roaring Fork Valley Wildfire Collaborative works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion.

In entering into this MOU, the Cooperators and the U.S. Forest Service recognize that the parties share certain common interests and goals, which include the following:

- Meaningful and ongoing engagement of stakeholders located in the forest and downstream in the development of strategies to achieve the outcomes and foster support for the implementation of those strategies.
- A regional network of resilient forests that are better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy

(wildland and prescribed) so that wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances, permits wildland fire to be more flexibly managed in order to reduce future risks to life, property, and wildlife habitat.

- Resilient landscapes that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors to enjoy now and in the future.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed. This includes the use of the best available climate science that will help stakeholders understand how a changing climate will impact our landscapes and ecosystems, while also looking for opportunities to improve understanding through local research.
- Promoting the personal responsibility of residents who live in wildfire risk areas to prepare as follows: homes are built or improved to best resist wildfire, defensible space around homes is created and maintained, insurance policies are regularly updated, emergency alerts are receivable and acted upon, evacuation plans are learned and understood, community mitigation initiatives are engaged in and are sought

To accomplish the above goals, each party commits to:

- Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.
- Collaborate and coordinate to implement this MOU to achieve the mission and objectives expressed herein.

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATORS SHALL:

A. Provide a liaison to link the parties of this MOU together.

B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

IV. THE COOPERATORS SHALL:
(For Non-Profits and Non-Governmental Organizations Only)

A. Provide a liaison to link the parties of this MOU together.

B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

V. THE U.S. FOREST SERVICE SHALL:

A. Provide a liaison to link the parties of this MOU together.

B. Ensure that all planning and site-based data collection activities comply with forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.

C. Coordinate with the Parties to this MOU, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

D. Execute necessary instrument(s) to allow Cooperator(s) to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing Cooperator(s) and its agents access to federal lands to perform project implementation, maintenance, and monitoring activities at project sites.

E. Following completion of project implementation and the achievement of all required performance standards for given sites, act as the long-term steward of project sites, conducting any required maintenance.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the mission and objectives sought and described in this MOU.

B. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.

C. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership under an appropriate authority, as applicable, and by separate instrument(s).

D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Pitkin County Program Contact	**Pitkin County Administrative Contact**
Valerie MacDonald 530 Main Street Aspen, CO 81611 Telephone: 970-379-6748 Email: valerie.macdonald@pitkinsheriff.com	Valerie MacDonald 530 Main Street Aspen, CO 81611 Telephone: 970-379-6748 Email: valerie.macdonald@pitkinsheriff.com

Eagle County Program Contact	**Eagle County Administrative Contact**
Eric Lovgren PO Box 850 Eagle, CO 81631 Telephone: 970-471-2288 Email: eric.lovgren@eaglecounty.us	Anna Earl PO Box 850 Eagle, CO 81631 Telephone: 970-328-3514 Email: anna.earl@eaglecounty.us

Garfield County Program Contact	Garfield County Administrative Contact
Chris Bornholdt 107 8th Street Glenwood Springs, CO 81601 Telephone: 970-945-0453 x 1012 Email: cbornholdt@garcosheriff.com	Chris Bornholdt 107 8th Street Glenwood Springs, CO 81601 Telephone: 970-945-0453 x 1012 Email: cbornholdt@garcosheriff.com

Gunnison County Program Contact	Gunnison County Admin. Contact
Scott Morill 200 E. Virginia Ave Gunnison, CO 81230 Telephone: 970-275-1370 Email: smorrill@gunnisoncounty.org	Jonathan Houck 200 E. Virginia Ave Gunnison, CO 81230 Telephone: 970-641-0248 Email: jhouck@gunnisoncounty.org

City of Aspen Program Contact	City of Aspen Administrative Contact
John Spiess 585 Cemetery Lane Aspen, CO 81611 Telephone: 970-429-2028 Email: john.spiess@aspen.gov	Teresa Hackbarth 585 Cemetery Lane Aspen, CO 81611 Telephone: 970-429-2028 Email: teresa.hackbarth@aspen.gov

Town of Snowmass Village Program Contact	Town of Snowmass Village Administrative Contact
Greg LeBlanc 130 Kearns Rd Snowmass Village, CO 81615 Telephone: 970-922-2275 Email: gleblanc@tosv.com	Barb Peckler 130 Kearns Rd Snowmass Village, CO 81615 Telephone: 970-923-3777 Email: bpeckler@tosv.com

Town of Basalt Program Contact	Town of Basalt Administrative Contact
Ryan Mahoney 101 Midland Avenue Basalt, CO 81621 Telephone: 970-279-4378 Email: ryan.mahoney@basalt.net	Ryan Mahoney 101 Midland Avenue Basalt, CO 81621 Telephone: 970-279-4378 Email: ryan.mahoney@basalt.net

Town of Carbondale Program Contact	Town of Carbondale Admin. Contact
Kevin Schorzman 511 Colorado Avenue Carbondale, CO 81623 Telephone: 970-510-1217 Email:kschorzman@carbondaleco.net	Lauren Gister 511 Colorado Avenue Carbondale, CO 81623 Telephone: 970-510-1217 Email: lgister@carbondaleco.net

City of Glenwood Springs Program Contact	City of Glenwood Springs Administrative Contact
Jonathan Godes 101W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6480 Email: jonathan.godes@cogs.us	Mina Bolton 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6436 Email: mina.bolton@cogs.us

Town of Marble Program Contact	Town of Marble Administrative Contact
Ron Leach 322 West Park Street Marble, CO 81623 Telephone: 970-963-1938 Email: leach@townofmarble.com	Ron Leach 322 West Park Street Marble, CO 81623 Telephone: 970-963-1938 Email: leach@townofmarble.com

Aspen Fire Protection District Program Contact	**Aspen Fire Protection District Administrative Contact**
Ali Hager Address: 420 E. Hopkins Aspen, CO 81611 Telephone: 970-452-7489 Email: ali.hager@aspenfire.com	Nikki Lapin 420 E. Hopkins Aspen, CO 81611 Telephone: 970-925-5532 Email: nikki.lapin@aspenfire.com

Roaring Fork Fire Rescue Authority Program Contact	**Roaring Fork Fire Rescue Authority Administrative Contact**
Scott Thompson 1089 JW Drive Carbondale, CO 81623 Telephone: 970-340-2031 Email: sthompson@roaringforkfire.org	Jennifer Diamond 1089 JW Drive Carbondale, CO 81623 Telephone: 970-309-9119 Email:jdiamond@roaringforkfire.org

Carbondale and Rural Fire Protection District Program Contact	**Carbondale and Rural Fire Protection District Administrative Contact**
Rob Goodwin 300 Meadowood Drive Carbondale, CO 81623 Telephone: 970-963-2491 Email: rgoodwin@carbondalefire.org	Jenny Cutright 300 Meadowood Drive Carbondale, CO 81623 Telephone: 970-963-2491 Email: cutright@carbondalefire.org

Glenwood Springs Rural Fire Protection District Contact	**Glenwood Springs Rural Fire Protection District Administrative Contact**
Gary Tillotson 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6480 Email: gary.tillotson@cogs.us	Mina Bolton 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6436 Email:mina.bolton@cogs.us

Colorado State Forest Service Program Contact	**Colorado State Forest Service Administrative Contact**
Kamie Long 3170 B ½ Road Grand Junction, CO 81503 Telephone: 970-248-7325 Email: kamie.long@colostate.edu	Scott Woods 9769 W 119th Drive, Suite 12 Broomfield, CO 80021 Telephone: 303-404-9057 Email:scott.woods@colostate.edu

Colorado Parks and Wildlife Program Contact	**Colorado Parks and Wildlife Administrative Contact**
Darren Chacon 0088 Wildlife Way Glenwood Springs, CO 81601 Telephone: 970-948-3405 Email: darren.chacon@state.co.us	Darren Chacon 0088 Wildlife Way Glenwood Springs, CO 81601 Telephone: 970-948-3405 Email: darren.chacon@state.co.us

Bureau of Land Management, Colorado River Valley Field Office Program Contact	**Bureau of Land Management, Colorado River Valley Field Office Administrative Contact**
Chad Sewell 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9030 Email: csewell@blm.gov	Larry Sandoval 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9002 Email: lsandoval@blm.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	**U.S. Forest Service Administrative Contact**
Kevin Warner, District Ranger 620 Main Street Carbondale, CO 81623 Telephone: 970-404-3157 Email: kevin.warner@usda.gov Clark Woolley, Partnership Coordinator 900 Grand Avenue Glenwood Springs, CO Telephone: 970-948-9803 Email: clark.woolley@usda.gov	Alex Specht, Grants Management Specialist 900 Grand Ave Glenwood Springs, CO 81601 Telephone: 605-515-8812 Email: alex.specht@usda.gov

E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.

H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

N. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being

performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 15, 2027 at which time it will expire.

Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

PATTI CLAPPER, BOCC Chair
Pitkin County, Colorado

Date

JEANNE MCQUEENEY, BOCC Chair
Eagle County, Colorado

Date

CHRIS BORNHOLDT
Emergency Operations Commander
Garfield County, Colorado

Date

JONATHAN HOUCK, BOCC Chair
Gunnison County, Colorado

Date

SARA OTT, City Manager
The City of Aspen, Colorado

Date

CLINT KINNEY, Town Manager
The Town of Snowmass Village, Colorado

Date

RYAN MAHONEY, Town Manager
The Town of Basalt, Colorado

Date

BEN BOHMFALK, Mayor
The Town of Carbondale, Colorado

Date

JONATHAN GODES, Mayor
The City of Glenwood Springs, Colorado

Date

RYAN VICIGUERRA, Mayor
The Town of Marble, Colorado

Date

RICK BALENTINE, Fire Chief
Aspen Fire Protection District

Date

SCOTT THOMPSON, Fire Chief
Roaring Fork Fire Rescue Authority

Date

ROB GOODWIN, Fire Chief
Carbondale and Rural Fire Protection District

Date

GARY TILLOTSON, Fire Chief — Date
Glenwood Springs Rural Fire Protection District

DARREN CHACON
Assistant Area Wildlife Manager Area 8
Colorado Parks and Wildlife

Date

RON COUSINEAU
Northwest Colorado Area Manager
Colorado State Forest Service

Date

LARRY SANDOVAL, Field Manager
Bureau of Land Management
Colorado River Valley Field Office

Date

SCOTT G. FITZWILLIAMS, Forest Supervisor Date
U.S. Forest Service, White River National Forest

The authority and format of this agreement have been reviewed and approved for signature.

AMANDA MARR Digitally signed by AMANDA MARR
Date: 2022.11.07 15:58:13 -07'00'

AMANDA MARR Date
U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Gunnison County Coroner to be moved t

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Discussed at a budget work session on 11/8, the request to move the Coroner to a full-time position was approved and needs a formal decision of the BOCC by motion.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/16/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/6/2022

Revised April 2015

memo

Gunnison County

To: Gunnison County Commissioners

From: Michael Barnes, Gunnison County Coroner

CC: Melanie Bollig

Date: September 6, 2022

Re: Senate Bill 22-065

Comments: I am requesting the Gunnison County Commissioner's approval of my full-time status, per Senate Bill 22-065. The bill allows category III and category IV County Coroners to work full-time if full-time work is agreed upon in consultation with *and approval by* the County Commissioners.

The position requires a minimum of full-time office and field work, which is often greatly exceeded That does not include the 24/7/365 on-call status. Simply put, I cannot fulfill my statutory obligations as Coroner under the assumption that it is less than a full-time position.

I'm prepared to share data and letters that support your approval of this bill as it pertains to my full-time status.

I greatly appreciate some time at the next Commissioner's meeting, preferably 9/20/22, to discuss and decide on this matter.

Thank you,

Michael



SENATE BILL 22-065

BY SENATOR(S) Hisey and Story, Cooke, Liston, Rankin, Simpson; also REPRESENTATIVE(S) Gray and Will, Bird, Bockenfeld, Hooton, Lindsay, Lontine, McLachlan.

CONCERNING THE STATUS OF ELECTED COUNTY CORONERS IN CLASS II, III, AND IV COUNTIES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 30-2-102, **amend** (2.3)(a); and **add** (2.3)(c), (2.3)(d), (2.3)(e), and (2.3)(f) as follows:

30-2-102. Categorization of counties for fixing salaries of county officers - salary amounts - legislative declaration. (2.3) (a) Except as provided in ~~paragraph (b) of this subsection (2.3)~~ SUBSECTIONS (2.3)(b) TO (2.3)(f) OF THIS SECTION, on and after January 1, 2016, the annual salary of a county officer whose term of office begins on or after such date is as follows:

County Commis-sioners	County Sheriffs	County Treasurers, Assessors, and Clerks	County Coroners	County Surveyors

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

Category I-A	113,490	144,430	113,490	113,490	7,150
Category I-B	104,760	133,320	104,760	104,760	6,600
Category I-C	96,030	122,210	96,030	96,030	6,050
Category I-D	87,300	111,100	87,300	87,300	5,500
Category II-A	94,250	114,010	94,250	57,460 ***(94,250)***	5,720
Category II-B	87,000	105,240	87,000	53,040 ***(87,000)***	5,280
Category II-C	79,750	96,470	79,750	48,620 ***(79,750)***	4,840
Category II-D	72,500	87,700	72,500	44,200 ***(72,500)***	4,400
Category III-A	76,050	98,800	76,050	43,030 ***(76,050)***	4,290
Category III-B	70,200	91,200	70,200	39,720 ***(70,200)***	3,960
Category III-C	64,350	83,600	64,350	36,410 ***($64,350)***	3,630
Category III-D	58,500	76,000	58,500	33,100 ***(58,500)***	3,300
Category IV-A	64,610	86,580	64,610	28,730 ***(64,610)***	2,860
Category IV-B	59,640	79,920	59,640	26,520 ***(59,640)***	2,640
Category IV-C	54,670	73,260	54,670	24,310 ***(54,670)***	2,420
Category IV-D	49,700	66,600	49,700	22,100 ***(49,700)***	2,200
Category V-A	56,940	63,830	56,940	12,870	1,430
Category V-B	52,560	58,920	52,560	11,880	1,320
Category V-C	48,180	54,010	48,180	10,890	1,210
Category V-D	43,800	49,100	43,800	9,900	1,100

Category VI-A	51,610	60,450	51,610	11,700	1,300
Category VI-B	47,640	55,800	47,640	10,800	1,200
Category VI-C	43,670	51,150	43,670	9,900	1,100
Category VI-D	39,700	46,500	39,700	9,000	1,000

(c) THE ANNUAL SALARIES OF FULL-TIME CORONERS FOR CATEGORY II, III, AND IV COUNTIES, AS DISPLAYED IN BOLD TEXT AND WITHIN PARENTHESES IN THE TABLE IN SUBSECTION (2.3)(a) OF THIS SECTION, APPLY ONLY TO CORONERS WHOSE TERMS BEGIN ON OR AFTER JANUARY 1, 2023, AND MUST BE ADJUSTED PRIOR TO JANUARY 1, 2024, AND PRIOR TO JANUARY 1 EACH TWO YEARS THEREAFTER IN ACCORDANCE WITH SUBSECTION (2.3)(b) OF THIS SECTION.

(d) THE SALARY OF A FULL-TIME CATEGORY II CORONER IS EQUAL TO THE SALARY OF A CATEGORY II COUNTY COMMISSIONER, CATEGORY II COUNTY TREASURER, CATEGORY II COUNTY ASSESSOR, AND CATEGORY II COUNTY CLERK AS INDICATED BY THE TABLE IN SUBSECTION (2.3)(a) OF THIS SECTION. THE BOARD OF COUNTY COMMISSIONERS MAY DECLINE THE FULL-TIME STATUS OF A CATEGORY II CORONER FOR CAUSE, BUT ONLY AFTER THE CORONER IS GIVEN NOTICE AND AN OPPORTUNITY TO BE HEARD BY THE BOARD OF COUNTY COMMISSIONERS IN A PUBLIC HEARING.

(e) A CORONER IN A CATEGORY III COUNTY MAY, IN CONSULTATION WITH AND WITH APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, DETERMINE IF A FULL-TIME POSITION IS APPROPRIATE. IF A FULL-TIME POSITION IS AGREED UPON, THE SALARY OF A FULL-TIME CATEGORY III CORONER IS EQUAL TO THE SALARY OF A CATEGORY III COUNTY COMMISSIONER, CATEGORY III COUNTY TREASURER, CATEGORY III COUNTY ASSESSOR, AND CATEGORY III COUNTY CLERK AS INDICATED BY THE TABLE IN SUBSECTION (2.3)(a) OF THIS SECTION.

(f) A CORONER IN A CATEGORY IV COUNTY MAY, IN CONSULTATION WITH AND WITH APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, DETERMINE IF A FULL-TIME POSITION IS APPROPRIATE. IF A FULL-TIME POSITION IS AGREED UPON, THE SALARY OF A FULL-TIME CATEGORY IV CORONER SHALL BE EQUAL TO THE SALARY OF A CATEGORY IV COUNTY COMMISSIONER, CATEGORY IV COUNTY TREASURER, CATEGORY IV COUNTY ASSESSOR, AND CATEGORY IV COUNTY CLERK AS INDICATED BY THE TABLE IN SUBSECTION (2.3)(a) OF THIS SECTION.

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2022 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Steve Fenberg
PRESIDENT OF
THE SENATE

Alec Garnett
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED March 24, 2022 at 4:42pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions; Planning C

Action Requested: Other Interviews

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Interviewing new applicants for the out-of-cycle Planning Commission vacancies: Eric Phillips, Annie Beall, and Michael Hans.

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/18/2022

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 60

Agenda Date: 11/22/2022

Revised April 2015

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, November 10, 2022 10:32 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Eric Phillips
Address	
City	Crested Butte
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Ever since I moved to the Gunnison Valley I knew i had found my home and my people. Ive always been big into finding ways to get involved, give back to my community, and leave it better. In the past few years i've become passionate about issues around affordable housing and community resiliency in Gunnison County. I've learned how important representation is when it comes to decision making at a local level and believe the Planning Commission would be a great way for me to get more involved. I own my own business and have the flexibility and time needed to devote to this appointment. I work in real estate as a photographer in the valley which means I see firsthand more houses, new developments, commercial properties than almost anyone else in the valley. It has really given me unique perspective that I hope to bring to the table. I had the honor of working on the Whetstone Community

	Charette and that really inspired me to get more involved in planning for the future of our community.
Additional Comments	I have lived and worked in both Gunnison and Crested Butte. Im a Western Grad. I have a strong willingness to learn when it comes to the planning commission so if I am appointed I can make educated and informed decisions on top of my lived experiences as a community member.

Email not displaying correctly? View it in your browser.

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, November 10, 2022 4:15 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Annie Beall
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	One of my main passions is supporting community well-being, resiliency, and health. I see these components come together with good design and systems management. From my lens as an environmental manager, I understand the connections between our natural resources, our built environments, and our social contexts and capital. From my lens as a sociologist, I see what the Gunnison Valley is facing and what it may face in the next few decades and the importance of today's decisions. With my lens as a researcher, I actively contribute to state policy rule-making and engage with housing legislation in my work with resident-owned cooperatives. I constantly am searching for good practices throughout the country and the world, and see what tools can create the greatest effect for the least change and attend to root issues. Then, on the community ground level as a community organizer, I am skilled at distilling complex systems or tools in ways that our

	neighbors can understand and utilize. In my day job, I work from my home office to support mobile home park residents who own and operate their own housing cooperatives throughout the State of Colorado. I support resident board of directors to manage their capital improvements that include water, sewer, roads, trees, and electrical systems, and coach them to work effectively with vendors and neighbors. I would like to serve on this commission to contribute my wide range of skills on a local level and work with the excellent people involved in this commission and county planning.
Additional Comments	Thanks for your considerations and I'm happy to follow up with any conversations, via email, phone, or for coffee.

Email not displaying correctly? View it in your browser.

Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, November 14, 2022 12:47 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Michael Hans
Address	
City	Crested Butte
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I was advised of the opening by Laura Puckett Daniels and she suggested that I should consider applying. I am interested in the business of how land, water, and other resources are used in our area and I would be curious to learn more about playing a role in that process. I'm a small business owner who graduated from Western in 2002 and I have called this valley home for over 20 years.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Proposed 2023 Gunnison County Budg

Action Requested: Other Public Hearing

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

For your review - Final Draft #4 of the 2023 Budget

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 12/2/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 12/6/2022

Revised April 2015

2023 Budget FINAL Draft-#4



January 1 - December 31 2023

Prepared by Gunnison County Finance Department

GUNNISON COUNTY, COLORADO
FINAL - 2023 DRAFT BUDGET
TABLE OF CONTENTS

INTRODUCTORY SECTION

Memo - Draft Budget #4	i

BUDGETARY SECTION

Summary - All Funds - Summary of Fund Resources	A-1
Summary - 2022 Budget By Type of Fund - Governmental	A-2
Proprietary & Other Funds	A-3
General Fund	A-4
Road & Bridge Fund	A-5
Health & Human Services Fund	A-6
Sales Tax Fund	A-7
Capital Expenditure Fund	A-8
Public Health Fund	A-9
Conservation Trust Fund	A-10
Mosquito Fund	A-11
Land Preservation Fund	A-12
Sage Grouse Fund	A-13
Risk Management Fund	A-14
Housing Authority Fund	A-15
Local Marketing District Fund	A-16
Debt Service Fund	A-17
Airport Operations Fund	A-18
Sewer Fund	A-19
Water Fund	A-20
Solid Waste Fund	A-21
Mountain View Fund	A-22
ISF I - Fleet Fund	A-23
ISF II - Technology Fund	A-24
ISF III - Health Insurance Fund	A-25
Public Trustee Fund	A-26
Regional Transportation Authority Fund	A-27
2023 Capital Budget Summary	B-1
Public Works Road Improvement	B-2
Public Works Trails	B-3
Airport	B-4
Capital Expenditure Fund (Facilities)	B-5
Wastewater	B-7
Water	B-8
Solid Waste (Landfill)	B-9
Fleet (ISF I)	B-10
Information Technology (ISF II)	B-11

MEMORANDUM

DATE: December 6, 2022

TO: Members of the Gunnison County Board of County Commissioners
FROM: Perry W. Solheim, Chief Financial Officer

SUBJECT: 2023 Draft Budget #4

The 2023 Draft Budget #4 important observations:

Appropriations:

- Personnel expenditures include cost of living adjustment to all employees of 6%.
- Health insurance benefit costs are expected to decrease by approximately $600,000 for 2022. This 4th draft budget holds the county share of premiums constant while passing on $165/month savings in premiums to employees. Short-term disability and Lifelock benefits added as well as an increase in County sponsored life insurance benefits to 1x salary. Savings also allows an increase in ISF III fund balance to be used to address future premium smoothing needs and program cost increases.
- Capital expenditures are separately detailed for the entire County with only Facilities related expenditures summarized in the CIP column.
- Sales tax revenues are expected to increase 10% over 2021 actuals.
- The Housing Authority Fund includes operating results from all county housing projects except the Mtn View project. The future intent is to report all housing operations and capital expenditures within this single proprietary fund. (currently listed as a special revenue fund, will be reclassified with 2022 final issued financial statements). Activity within the fund will relate primarily to the Sawtooth Housing Development using funds from ARPA disbursements from 2022 and 2023.
- Some fund balances are being reduced in efforts to reduce formerly deferred maintenance and capital projects.

Revenues:

- Sales taxes exceeded expectations in the 2021 Budget. Inflation and strong economic activity, coupled with improving sales tax collections combine to warrant continued increase in sales tax estimates. Sales tax collections are beginning to show differences in growth based upon geographic location within the County.
- Property taxes are to be levied at a roughly 5.5% increase in revenue. (bound by the Gallagher amendment).

- Severance tax revenues for 2022 greatly exceeded expectations. Estimating severance taxes remains a challenge. 2023 revenues based upon 2022 production/price levels adjusted conservatively because of 2021 anomalous paltry direct disbursements.
- Coal mining lease revenue has also returned to pre-2021 levels.
- Building permit revenues increased significantly for 2022 due to record building activity and increase in permit fees. 2023 estimates based upon conservative estimates that trend will continue.
- Road and Bridge Fund neutral net change is predicated upon severance and HUTF disbursements continuing as expected. Neutral net change is indicative of structural fiscal challenge of maintaining the fund with current funding sources. Operations budget is well below industry norms and best practices due to funding constraints.

2023 Budget Draft #4
SUMMARY - ALL FUNDS
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 26,437,471	$ 24,499,300	$ 27,541,209	**$ 29,261,413**
Licenses, Permits, Charges for Svcs	6,534,759	6,126,920	6,463,015	**7,869,690**
Intergovernmental & Grants	33,044,895	32,780,146	22,829,909	**17,100,210**
Fines & Forfeitures	114,510	89,000	230,169	**267,250**
Investment Income/(Loss)	(95,821)	199,180	2,300,111	**3,528,000**
Interfund Transfers & Other	10,080,043	10,737,110	11,170,576	**13,085,370**
Total Revenues	$ 76,115,857	$ 74,431,656	$ 70,534,989	**$ 71,111,933**
EXPENDITURES				
Personnel	$ 16,082,455	$ 19,597,126	$ 18,410,685	**$ 20,177,748**
Operations	44,322,908	57,539,294	40,581,836	**55,071,939**
Total Expenditures	$ 60,405,363	$ 77,136,420	$ 58,992,522	**$ 75,249,687**
Excess Revenues/(Expenditures)	$ 15,710,494	$ (2,704,764)	$ 11,542,467	**$ (4,137,754)**
Fund Balance (Actual)	$ 42,800,047			
Fund Balance (Expected)			$ 54,342,514	**$ 50,204,760**

**Fund balances for proprietary funds are net of investment in capital assets*

Note: does not include Gunnison Valley Health (Hospital)

GUNNISON COUNTY
SUMMARY - 2023 BUDGET BY TYPE OF FUND
GOVERNMENTAL FUNDS
DRAFT # 4 - Summary of Fund Sources and Uses - December 6, 2022

	General	Special Revenue Funds (Restricted Revenues)											
	General	Road & Bridge	Health & Human Svcs	Sales Tax	CapEx Facilities	Public Health	Conservation Trust	Mosquito Control	Land Preservation	Sage Grouse	Risk Management	Housing Authority	Local Marketing Dist
REVENUES													
Taxes	$ 13,884,013	$ -	$ 409,100	$ 3,970,000	$ -	$ -	$ -	$ 76,000	$ 611,300	$ -	$ -	$ 1,000,000	$ 3,100,000
Licenses, Permits, Charges for Svcs	3,018,029	-	-	-	-	105,000	-	-	-	76,710	-	131,390	-
Intergovernmental & Grants	2,293,793	2,170,000	4,549,620	-	790,258	2,440,295	60,000	18,000	-	-	-	2,609,826	-
Fines & Forfeitures	70,000	187,250	-	-	-	-	-	-	-	-	-	-	-
Investment Income/(Loss)	-	3,529,000	-	-	-	-	-	(1,000)	-	-	-	-	-
Interfund Transfers & Other	1,363,865	-	-	-	1,201,111	35,200	-	22,100	-	-	100,000	900,000	-
Total Revenues	$ 20,629,700	$ 5,886,250	$ 4,958,720	$ 3,970,000	$ 1,991,369	$ 2,580,495	$ 60,000	$ 115,100	$ 611,300	$ 76,710	$ 100,000	$ 4,641,216	$ 3,100,000
EXPENDITURES													
Personnel	$ 10,751,950	$ 2,604,365	$ 1,773,248	$ -	$ -	$ 1,735,092	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operations	5,743,305	3,057,170	3,270,910	4,451,885	1,991,369	815,720	60,000	110,100	611,300	25,873	100,600	8,077,170	3,450,000
Total Expenditures	$ 16,495,255	$ 5,661,535	$ 5,044,158	$ 4,451,885	$ 1,991,369	$ 2,550,812	$ 60,000	$ 110,100	$ 611,300	$ 25,873	$ 100,600	$ 8,077,170	$ 3,450,000
Excess Revenues/ (Expenditures)	$ 4,134,445	$ 224,715	$ (85,438)	$ (481,885)	$ -	$ 29,683	$ -	$ 5,000	$ -	$ 50,837	$ (600)	$ (3,435,954)	$ (350,000)

Note: does not include Gunnison Valley Health (Hospital)

GUNNISON COUNTY
SUMMARY - 2023 BUDGET BY TYPE OF FUND
PROPRIETARY & OTHER FUNDS

DRAFT # 4 - Summary of Fund Sources and Uses - December 6, 2022

	Business-Type Funds					Internal Service Funds			Debt	Fiduciary	Component Unit
	Airport	Sewer	Water	Solid Waste	Mt View	ISF I Fleet	ISF II Technology	ISF III Self Insurance	Debt Service	Public Trust	RTA
REVENUES											
Taxes	$ 179,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,032,000
Licenses, Permits, Charges for Svcs	1,648,906	1,131,155	430,600	1,120,500	94,400	-	-	-	-	33,000	80,000
Intergovernmental & Grants	-	500,000	-	21,000	138,000	-	-	-	-	30,000	1,479,418
Fines & Forfeitures	-	-	-	-	-	-	-	-	-	-	10,000
Investment Income/(Loss)	(25,000)	-	-	-	-	-	-	-	-	-	25,000
Interfund Transfers & Other	-	-	33,950	22,000	-	3,507,000	707,530	2,769,000	2,388,774	32,840	2,000
Total Revenues	$ 1,802,906	$ 1,631,155	$ 464,550	$ 1,163,500	$ 232,400	$ 3,507,000	$ 707,530	$ 2,769,000	$ 2,388,774	$ 95,840	$ 7,628,418
EXPENDITURES											
Personnel	$ 1,086,908	$ 76,382	$ 120,198	$ 629,901	$ 8,848	$ 752,559	$ 579,569	$ -	$ -	$ 58,728	$ -
Operations	714,125	1,013,059	308,144	1,178,788	204,332	3,194,541	602,805	2,400,000	2,388,774	40,010	11,261,960
Total Expenditures	$ 1,801,033	$ 1,089,441	$ 428,342	$ 1,808,689	$ 213,180	$ 3,947,100	$ 1,182,374	$ 2,400,000	$ 2,388,774	$ 98,738	$ 11,261,960
Excess Revenues/ (Expenditures)	$ 1,873	$ 541,714	$ 36,208	$ (645,189)	$ 19,220	$ (440,100)	$ (474,844)	$ 369,000	$ -	$ (2,898)	$ (3,633,542)

Note: does not include Gunnison Valley Health (Hospital)

2023 Budget Draft #4
GENERAL FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ 10,868,797	$ 11,248,310	$ 13,538,950	**$ 13,884,013**
Licenses, Permits, Charges for Svcs	1,708,740	1,081,440	1,565,974	**3,018,029**
Intergovernmental & Grants	3,435,719	4,258,900	2,811,877	**2,293,793**
Fines & Forfeitures	76,075	70,000	55,000	**70,000**
Investment Income/(Loss)	(18,551)	120,840	(75,000)	**-**
Interfund Transfers & Other	829,724	1,044,250	1,116,673	**1,363,865**
Total Revenues	$ 16,900,504	$ 17,823,740	$ 19,013,474	**$ 20,629,700**
EXPENDITURES				
Personnel	$ 8,762,428	$ 10,312,401	$ 10,046,007	**$ 10,751,950**
Operations	5,905,294	7,558,863	6,472,508	**5,743,305**
Total Expenditures	$ 14,667,722	$ 17,871,264	$ 16,518,515	**$ 16,495,255**
Excess Revenues/(Expenditures)	$ 2,232,782	$ (47,524)	$ 2,494,959	**$ 4,134,445**
Fund Balance (Actual)	$ 10,876,132			
Fund Balance (Expected)			$ 13,371,091	**$ 17,505,536**

2023 Budget Draft #4
ROAD & BRIDGE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 1,949,725	$ 1,970,000	$ -	**$ -**
Licenses, Permits, Charges for Svcs	91,026	64,950	-	**-**
Intergovernmental & Grants	3,317,605	3,123,800	2,371,339	**2,170,000**
Fines & Forfeitures	-	-	161,169	**187,250**
Investment Income/(Loss)	(9,538)	4,000	2,752,000	**3,529,000**
Interfund Transfers & Other	205,795	159,830	-	**-**
Total Revenues	$ 5,554,613	$ 5,322,580	$ 5,284,508	**$ 5,886,250**
EXPENDITURES				
Personnel	$ 2,054,045	$ 2,689,690	$ 2,330,718	**$ 2,604,365**
Operations	3,628,097	3,676,390	3,108,783	**3,057,170**
Total Expenditures	$ 5,682,142	$ 6,366,080	$ 5,439,501	**$ 5,661,535**
Excess Revenues/(Expenditures)	$ (127,529)	$ (1,043,500)	$ (154,993)	**$ 224,715**
Fund Balance (Actual)	$ 2,506,611			
Fund Balance (Expected)			$ 2,351,618	**$ 2,576,333**

2023 Budget Draft #4
HEALTH & HUMAN SERVICES FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ 358,322	$ 373,970	$ 373,970	**$ 409,100**
Licenses, Permits, Charges for Svcs	498	200	-	**-**
Intergovernmental & Grants	5,577,498	4,890,076	5,540,117	**4,549,620**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(1,081)	8,000	-	**-**
Interfund Transfers & Other	1,160	-	-	**-**
Total Revenues	$ 5,936,397	$ 5,272,246	$ 5,914,087	**$ 4,958,720**
EXPENDITURES				
Personnel	$ 1,502,576	$ 1,834,510	$ 1,488,177	**$ 1,773,248**
Operations	4,386,271	3,588,160	4,300,705	**3,270,910**
Total Expenditures	$ 5,888,847	$ 5,422,670	$ 5,788,882	**$ 5,044,158**
Excess Revenues/(Expenditures)	$ 47,550	$ (150,424)	$ 125,205	**$ (85,438)**
Fund Balance (Actual)	$ 332,488			
Fund Balance (Expected)			$ 457,693	**$ 372,255**

2023 Budget Draft #4
SALES TAX FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 3,590,770	$ 3,431,600	$ 3,737,000	**$ 3,970,000**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	7,003	9,000	-	**-**
Investment Income/(Loss)	(9,326)	5,000	-	**-**
Interfund Transfers & Other	-	-	-	**-**
Total Revenues	$ 3,588,447	$ 3,445,600	$ 3,737,000	**$ 3,970,000**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	2,721,873	4,734,270	2,876,635	**4,451,885**
Total Expenditures	$ 2,721,873	$ 4,734,270	$ 2,876,635	**$ 4,451,885**
Excess Revenues/(Expenditures)	$ 866,574	$ (1,288,670)	$ 860,365	**$ (481,885)**
Fund Balance (Actual)	$ 3,054,143			
Fund Balance (Expected)			$ 3,914,508	**$ 3,432,623**

2023 Budget Draft #4
CAPITAL EXPENDITURE FUND

Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	825,545	3,752,340	231,869	**790,258**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	-	-	-	**-**
Interfund Transfers & Other	-	-	-	**1,201,111**
Total Revenues	$ 825,545	$ 3,752,340	$ 231,869	**$ 1,991,369**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	5,795,012	10,738,370	227,110	**1,991,369**
Total Expenditures	$ 5,795,012	$ 10,738,370	$ 227,110	**$ 1,991,369**
Excess Revenues/(Expenditures)	$ (4,969,467)	$ (6,986,030)	$ 4,759	**$ -**
Fund Balance (Actual)	$ 3,951,220			
Fund Balance (Expected)			$ 3,955,979	**$ 3,955,979**

Note: Fund balance includes library building expenditures to be transferred out when finalized.

2023 Budget Draft #4
PUBLIC HEALTH FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	87,001	112,000	85,000	**105,000**
Intergovernmental & Grants	1,285,522	2,329,798	2,306,402	**2,440,295**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	-	-	-	**-**
Interfund Transfers & Other	286,649	264,420	234,520	**35,200**
Total Revenues	$ 1,659,172	$ 2,706,218	$ 2,625,922	**$ 2,580,495**
EXPENDITURES				
Personnel	$ 1,166,818	$ 1,728,485	$ 1,458,213	**$ 1,735,092**
Operations	446,215	934,626	1,121,462	**815,720**
Total Expenditures	$ 1,613,033	$ 2,663,111	$ 2,579,676	**$ 2,550,812**
Excess Revenues/(Expenditures)	$ 46,139	$ 43,107	$ 46,246	**$ 29,683**
Fund Balance (Actual)	$ 68,217			
Fund Balance (Expected)			$ 114,463	**$ 144,146**

2023 Budget Draft #4
CONSERVATION TRUST FUND

Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	92,097	60,000	60,000	**60,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(270)	(500)	(500)	**-**
Interfund Transfers & Other	-	-	-	**-**
Total Revenues	$ 91,827	$ 59,500	$ 59,500	**$ 60,000**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	38,422	60,500	60,500	**60,000**
Total Expenditures	$ 38,422	$ 60,500	$ 60,500	**$ 60,000**
Excess Revenues/(Expenditures)	$ 53,405	$ (1,000)	$ (1,000)	**$ -**
Fund Balance (Actual)	$ 114,499			
Fund Balance (Expected)			$ 113,499	**$ 113,499**

2023 Budget Draft #4
MOSQUITO CONTROL FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ 67,859	$ 69,620	$ 76,500	**$ 76,000**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	17,203	17,560	17,560	**18,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	10	640	(1,000)	**(1,000)**
Interfund Transfers & Other	17,203	17,560	11,860	**22,100**
Total Revenues	$ 102,275	$ 105,380	$ 104,920	**$ 115,100**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	103,409	105,380	104,920	**110,100**
Total Expenditures	$ 103,409	$ 105,380	$ 104,920	**$ 110,100**
Excess Revenues/(Expenditures)	$ (1,134)	$ -	$ -	**$ 5,000**
Fund Balance (Actual)	$ 12,902			
Fund Balance (Expected)			$ 12,902	**$ 17,902**

2023 Budget Draft #4
LAND PRESERVATION FUND

Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 609,864	$ 609,800	$ 611,300	**$ 611,300**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(1,910)	1,500	(25,000)	**-**
Interfund Transfers & Other	-	-	-	**-**
Total Revenues	$ 607,954	$ 611,300	$ 586,300	**$ 611,300**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	551,724	611,300	586,300	**611,300**
Total Expenditures	$ 551,724	$ 611,300	$ 586,300	**$ 611,300**
Excess Revenues/(Expenditures)	$ 56,230	$ -	$ -	**$ -**
Fund Balance (Actual)	$ 1,042,671			
Fund Balance (Expected)			$ 1,042,671	**$ 1,042,671**

2023 Budget Draft #4
SAGE GROUSE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	73,525	76,710	76,710	**76,710**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(483)	1,000	(3,789)	**-**
Interfund Transfers & Other	-	-	-	
Total Revenues	$ 73,042	$ 77,710	$ 72,921	**$ 76,710**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	44,017	43,800	25,790	**25,873**
Total Expenditures	$ 44,017	$ 43,800	$ 25,790	**$ 25,873**
Excess Revenues/(Expenditures)	$ 29,025	$ 33,910	$ 47,131	**$ 50,837**
Fund Balance (Actual)	$ 187,581			
Fund Balance (Expected)			$ 234,712	**$ 285,549**

2023 Budget Draft #4
RISK MANAGEMENT FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(667)	600	(600)	**-**
Interfund Transfers & Other	117,148	100,000	100,000	**100,000**
Total Revenues	$ 116,481	$ 100,600	$ 99,400	**$ 100,000**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	57,670	100,600	100,600	**100,600**
Total Expenditures	$ 57,670	$ 100,600	$ 100,600	**$ 100,600**
Excess Revenues/(Expenditures)	$ 58,811	$ -	$ (1,200)	**$ (600)**
Fund Balance (Actual)	$ 313,488			
Fund Balance (Expected)			$ 312,288	**$ 311,688**

2023 Budget Draft #4
HOUSING AUTHORITY FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ -	$ -	$ -	**$ 1,000,000**
Licenses, Permits, Charges for Svcs	-	-	74,617	**131,390**
Intergovernmental & Grants	-	-	5,999,443	**2,609,826**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	-	-	-	**-**
Interfund Transfers & Other	-	-	1,230,031	**900,000**
Total Revenues	$ -	$ -	$ 7,304,091	**$ 4,641,216**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	38,063	-	1,136,998	**8,077,170**
Total Expenditures	$ 38,063	$ -	$ 1,136,998	**$ 8,077,170**
Excess Revenues/(Expenditures)	$ (38,063)	$ -	$ 6,167,093	**$ (3,435,954)**
Fund Balance (Actual)	$ 468,490			
Fund Balance (Expected)			$ 6,635,583	**$ 3,199,629**

2023 Budget Draft #4
LOCAL MARKETING DISTRICT FUND

Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 3,467,813	$ 2,972,000	$ 3,100,000	**$ 3,100,000**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	31,432	10,000	-	**-**
Investment Income/(Loss)	(3,847)	15,000	-	**-**
Interfund Transfers & Other	-	-	-	**-**
Total Revenues	$ 3,495,398	$ 2,997,000	$ 3,100,000	**$ 3,100,000**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	2,588,876	3,373,870	3,375,000	**3,450,000**
Total Expenditures	$ 2,588,876	$ 3,373,870	$ 3,375,000	**$ 3,450,000**
Excess Revenues/(Expenditures)	$ 906,522	$ (376,870)	$ (275,000)	**$ (350,000)**
Fund Balance (Actual)	$ 2,366,657			
Fund Balance (Expected)			$ 2,091,657	**$ 1,741,657**

2023 Budget Draft #4
DEBT SERVICE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	-	-	-	**-**
Interfund Transfers & Other	2,601,643	2,000,230	2,388,915	**2,388,774**
Total Revenues	$ 2,601,643	$ 2,000,230	$ 2,388,915	**$ 2,388,774**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	2,001,649	2,004,650	2,388,915	**2,388,774**
Total Expenditures	$ 2,001,649	$ 2,004,650	$ 2,388,915	**$ 2,388,774**
Excess Revenues/(Expenditures)	$ 599,994	$ (4,420)	$ -	**$ -**
Fund Balance (Actual)	$ 602,753			
Fund Balance (Expected)			$ 602,753	**$ 602,753**

2023 Budget Draft #4
AIRPORT OPERATIONS FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ 73,121	$ 68,000	$ 156,000	**$ 179,000**
Licenses, Permits, Charges for Svcs	1,645,994	1,732,370	1,536,283	**1,648,906**
Intergovernmental & Grants	16,341,890	12,345,304	800,000	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(8,171)	3,000	(75,000)	**(25,000)**
Interfund Transfers & Other	4,800	4,800	-	**-**
Total Revenues	$ 18,057,634	$ 14,153,474	$ 2,417,283	**$ 1,802,906**
EXPENDITURES				
Personnel	$ 840,167	$ 972,400	$ 973,100	**$ 1,086,908**
Operations	2,714,268	3,007,875	697,340	**714,125**
Total Expenditures	$ 3,554,435	$ 3,980,275	$ 1,670,440	**$ 1,801,033**
Excess Revenues/(Expenditures)	$ 14,503,199	$ 10,173,199	$ 746,843	**$ 1,873**
Fund Balance (Actual)	$ 1,863,067			
Fund Balance (Expected)			$ 2,609,910	**$ 2,611,783**

2023 Budget Draft #4
SEWER FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	799,049	1,017,920	1,041,531	**1,131,155**
Intergovernmental & Grants	-	-	-	**500,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(3,435)	2,000	-	**-**
Interfund Transfers & Other	-	-	-	**-**
Total Revenues	$ 795,614	$ 1,019,920	$ 1,041,531	**$ 1,631,155**
EXPENDITURES				
Personnel	$ 48,194	$ 69,480	$ 43,606	**$ 76,382**
Operations	861,733	1,159,960	707,206	**1,013,059**
Total Expenditures	$ 909,927	$ 1,229,440	$ 750,812	**$ 1,089,441**
Excess Revenues/(Expenditures)	$ (114,313)	$ (209,520)	$ 290,719	**$ 541,714**
Fund Balance (Actual)	$ 1,652,191			
Fund Balance (Expected)			$ 1,942,910	**$ 2,484,624**

2023 Budget Draft #4
WATER FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	375,150	402,630	403,000	**430,600**
Intergovernmental & Grants	118,266	61,750	9,000	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(2,409)	500	(10,000)	**-**
Interfund Transfers & Other	90,145	41,980	33,982	**33,950**
Total Revenues	$ 581,152	$ 506,860	$ 435,982	**$ 464,550**
EXPENDITURES				
Personnel	$ 129,693	$ 114,610	$ 101,632	**$ 120,198**
Operations	431,031	332,200	173,938	**308,144**
Total Expenditures	$ 560,724	$ 446,810	$ 275,570	**$ 428,342**
Excess Revenues/(Expenditures)	$ 20,428	$ 60,050	$ 160,412	**$ 36,208**
Fund Balance (Actual)	$ 884,105			
Fund Balance (Expected)			$ 1,044,517	**$ 1,080,725**

2023 Budget Draft #4
SOLID WASTE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 2023 Budget
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	1,181,469	1,355,500	1,520,500	**1,120,500**
Intergovernmental & Grants	64,601	-	21,000	**21,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(5,969)	6,000	(43,000)	**-**
Interfund Transfers & Other	199,495	223,230	178,244	**22,000**
Total Revenues	$ 1,439,596	$ 1,584,730	$ 1,676,744	**$ 1,163,500**
EXPENDITURES				
Personnel	$ 531,835	$ 581,490	$ 618,740	**$ 629,901**
Operations	672,010	998,630	487,012	**1,178,788**
Total Expenditures	$ 1,203,845	$ 1,580,120	$ 1,105,752	**$ 1,808,689**
Excess Revenues/(Expenditures)	$ 235,751	$ 4,610	$ 570,992	**$ (645,189)**
Fund Balance (Actual)	$ 947,288			
Fund Balance (Expected)			$ 1,518,280	**$ 873,091**

2023 Budget Draft #4
MOUNTAIN VIEW FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	231,077	223,800	94,400	**94,400**
Intergovernmental & Grants	131,878	138,000	138,000	**138,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(1,862)	600	(2,000)	**-**
Interfund Transfers & Other	71,974	8,640	36,000	**-**
Total Revenues	$ 433,067	$ 371,040	$ 266,400	**$ 232,400**
EXPENDITURES				
Personnel	$ -	$ -	$ 13,170	**$ 8,848**
Operations	292,719	259,700	230,496	**204,332**
Total Expenditures	$ 292,719	$ 259,700	$ 243,666	**$ 213,180**
Excess Revenues/(Expenditures)	$ 140,348	$ 111,340	$ 22,734	**$ 19,220**
Fund Balance (Actual)	$ 32,507			
Fund Balance (Expected)			$ 55,241	**$ 74,461**

2023 Budget Draft #4
ISF I - FLEET FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(5,062)	2,000	(5,000)	**-**
Interfund Transfers & Other	2,360,563	3,382,350	2,318,808	**3,507,000**
Total Revenues	$ 2,355,501	$ 3,384,350	$ 2,313,808	**$ 3,507,000**
EXPENDITURES				
Personnel	$ 614,274	$ 736,270	$ 779,532	**$ 752,559**
Operations	2,037,851	2,459,850	1,347,301	**3,194,541**
Total Expenditures	$ 2,652,125	$ 3,196,120	$ 2,126,833	**$ 3,947,100**
Excess Revenues/(Expenditures)	$ (296,624)	$ 188,230	$ 186,975	**$ (440,100)**
Fund Balance (Actual)	$ 2,691,222			
Fund Balance (Expected)			$ 2,878,197	**$ 2,438,097**

2023 Budget Draft #4
ISF II - TECHNOLOGY FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(1,905)	2,500	(2,000)	**-**
Interfund Transfers & Other	807,870	687,790	670,520	**707,530**
Total Revenues	$ 805,965	$ 690,290	$ 668,520	**$ 707,530**
EXPENDITURES				
Personnel	$ 378,252	$ 501,430	$ 501,430	**$ 579,569**
Operations	363,982	367,960	408,792	**602,805**
Total Expenditures	$ 742,234	$ 869,390	$ 910,222	**$ 1,182,374**
Excess Revenues/(Expenditures)	$ 63,731	$ (179,100)	$ (241,702)	**$ (474,844)**
Fund Balance (Actual)	$ 904,411			
Fund Balance (Expected)			$ 662,709	**$ 187,865**

2023 Budget Draft #4
ISF III - HEALTH INSURANCE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	-	-	-	**-**
Intergovernmental & Grants	-	-	-	**-**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	(5,119)	1,500	(20,000)	**-**
Interfund Transfers & Other	2,460,874	2,769,190	2,769,000	**2,769,000**
Total Revenues	$ 2,455,755	$ 2,770,690	$ 2,749,000	**$ 2,769,000**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	2,469,660	3,029,380	2,400,000	**2,400,000**
Total Expenditures	$ 2,469,660	$ 3,029,380	$ 2,400,000	**$ 2,400,000**
Excess Revenues/(Expenditures)	$ (13,905)	$ (258,690)	$ 349,000	**$ 369,000**
Fund Balance (Actual)	$ 1,916,154			
Fund Balance (Expected)			$ 2,265,154	**$ 2,634,154**

2023 Budget Draft #4
PUBLIC TRUSTEE FUND
Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ -	$ -	$ -	**$ -**
Licenses, Permits, Charges for Svcs	314,830	33,000	33,000	**33,000**
Intergovernmental & Grants	29,000	30,000	30,000	**30,000**
Fines & Forfeitures	-	-	-	**-**
Investment Income/(Loss)	-	-	-	**-**
Interfund Transfers & Other	25,000	32,840	32,840	**32,840**
Total Revenues	$ 368,830	$ 95,840	$ 95,840	**$ 95,840**
EXPENDITURES				
Personnel	$ 54,173	$ 56,360	$ 56,360	**$ 58,728**
Operations	322,645	39,480	39,363	**40,010**
Total Expenditures	$ 376,818	$ 95,840	$ 95,723	**$ 98,738**
Excess Revenues/(Expenditures)	$ (7,988)	$ -	$ 117	**$ (2,898)**
Fund Balance (Actual)	$ 47,967			
Fund Balance (Expected)			$ 48,084	**$ 45,186**

2023 Budget Draft #4
REGIONAL TRANSPORTATION AUTHORITY FUND

Summary of Fund Resources

	2021 Actual	Revised 2022 Budget	2022 Projected	DRAFT #4 **2023 Budget**
REVENUES				
Taxes	$ 5,451,200	$ 3,756,000	$ 5,947,489	**$ 6,032,000**
Licenses, Permits, Charges for Svcs	26,400	26,400	32,000	**80,000**
Intergovernmental & Grants	1,808,071	1,772,618	2,493,302	**1,479,418**
Fines & Forfeitures	-	-	14,000	**10,000**
Investment Income/(Loss)	(16,226)	25,000	(189,000)	**25,000**
Interfund Transfers & Other	-	-	49,183	**2,000**
Total Revenues	$ 7,269,445	$ 5,580,018	$ 8,346,974	**$ 7,628,418**
EXPENDITURES				
Personnel	$ -	$ -	$ -	**$ -**
Operations	5,850,417	8,353,480	8,204,162	**11,261,960**
Total Expenditures	$ 5,850,417	$ 8,353,480	$ 8,204,162	**$ 11,261,960**
Excess Revenues/(Expenditures)	$ 1,419,028	$ (2,773,462)	$ 142,812	**$ (3,633,542)**
Fund Balance (Actual)	$ 5,963,283			
Fund Balance (Expected)			$ 6,106,095	**$ 2,472,553**

CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
M	Capital Expenditure Fund 43		$ -	$ 1,201,111	$ 790,258
RI	Public Works Road Improvement 02		150,000	1,590,000	280,000
T	Public Works Trails 02		-	110,000	450,000
AX	Airport 10		-	-	-
WW	Wastewater 50		-	100,000	40,000
W	Water 51		-	105,000	-
SW	Solid Waste 52		-	650,000	-
HA	Housing Aurhority 70		-	1,752,170	5,950,000
FT	Fleet 80		-	582,697	1,123,000
IT	IT 82		-	238,000	-
	Totals		**$ 150,000**	**$ 6,328,978**	**$ 8,633,258**
				$	**14,962,236**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Requested 2023 CapEx Grant/Other
Df	$ 50,000	$ 450,000
De	-	-
Ne	5,678,978	8,143,258
Ur	600,000	-
On	-	-
	$ 6,328,978	$ 8,593,258

Funding Needed:	**$ 6,328,978**	**$ 8,593,258**
Funding Source:		
Severance	$ 2,100,000	
Impact Fee	502,170	
Public Works HUTF	300,000	
Sales Tax	1,501,111	
Enterprise Fund	1,925,697	
	$ 6,328,978	
Grants		$ 1,520,258
ARPA		5,950,000
Trade-Ins (Fleet)		123,000
M. Lease (Fleet)		1,000,000
		$ 8,593,258

PUBLIC WORKS ROAD IMPROVEMENT (02) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
RI-23-1	Brush Creek Intersection-Severance/FML	Ne	150,000	300,000	-
RI-23-2	CR 10 Bridge Deck Replacement- Severance/FML	Ur	-	600,000	
RI-23-3.2	Road Hard Surfacing-HUTF	Ne	-	300,000	-
RI-23-3.1	Road Hard Surfacing-Severance/FML	Ne	-	200,000	
RI-23-3.3	Road Hard Surfacing-Sales Tax	Ne	-	100,000	
RI-24-1	Slate River Bridge Construction	Ne	-	-	-
RI-23-4	Slate River Bridge Engineering	Ne	-	70,000	280,000
RI-23-5	Brush Creek Culvert Engineering	Ne	-	20,000	
	Totals		**$ 150,000**	**$ 1,590,000**	**$ 280,000**
				$	**1,870,000**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Requested 2023 CapEx Grant/Other
Df	$ -	$ -
De	-	-
Ne	990,000	280,000
Ur	600,000	-
On	-	-
	$ 1,590,000	$ 280,000

Funding Needed:	**$ 1,590,000**	**$ 280,000**
Funding Source:		
Severance	$ 1,100,000	
Impact Fee	-	
Public Works HUTF	300,000	
Sales Tax	190,000	
Enterprise Fund	-	
	$ 1,590,000	
Grants		$ 280,000
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ 280,000

PUBLIC WORKS TRAILS (02) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
T-23-1	CB to CB South Trail	Ne	-	35,000	-
T-24-1	Gold Basin Detached Trail	Ne	-	-	-
T-23-2	Whitewater Park Engineering	Ne		25,000	-
T-23-3	Whitewater Park Improvements Feature 2	Df		50,000	450,000
	Totals		**$ -**	**$ 110,000**	**$ 450,000**
				$	**560,000**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Requested 2023 CapEx Grant/Other
Df	$ 50,000	$ 450,000
De	-	-
Ne	60,000	-
Ur	-	-
On	-	-
	$ 110,000	$ 450,000

Funding Needed:	**$ 110,000**	**$ 450,000**
Funding Source:		
Severance	$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	110,000	
Enterprise Fund	-	
	$ 110,000	
Grants		$ 450,000
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ 450,000

AIRPORT (10) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
A-24-1	GA Ramp Rehabilitation		-	-	-
A-25-1	Ramp Expansion		$ -	$ -	$ -
	Totals		**$ -**	**$ -**	**$ -**
				$	**-**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Requested 2023 CapEx Grant/Other
Df	$ -	$ -
De	-	-
Ne	-	-
Ur	-	-
On	-	-
	$ -	$ -

Funding Needed:	**$ -**	**$ -**
Funding Source:		
Severance	$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	-	
	$ -	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ -

CAP EX FUND (43) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget	
				County	Grant/Other
	Facilities Maintenance Shop				
	Mechanical - Furnace	Ne		4,000	
	Mechanical – Radiant Heaters	Ne		8,000	
	Fairgrounds Multipurpose Building				
	Parking lot – replacement NEW DESIGN	Df		252,170	
	Horse Stall expansion	Ne	250,000		47,317
	Zugelder Building - (old library)				
	Roof – Metal exposed fasteners	Ne		30,000	
	Electrical Main panel	Ne		10,000	
	Plumbing Main	Ne		8,000	
	Interior remodel	Ne		72,000	
	Public Works				
	Card reader doors add	Ne		8,000	
	Make-up Air / Exhaust system re-work	Ne		10,000	
	Emergency Back-up Generator	Ne		50,000	50,000
	Crested Butte Shop				
	Envelope and Mechanical system renovation	Ne		692,941	692,941
	Dos Rios Water Treatment Facility				
	Mechanical-Nat. Gas Unit Heater	Ne		6,000	
	Emergency Backup Generator	Ne		50,000	
	Totals			$ 1,201,111	$ 790,258
					$1,991,369

CAP EX FUND (43) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

Required		Requested 2023 CapEx County	Requested 2023 CapEx Grant/Other
Df: Deferrable	Df	$ -	$ -
De: Desirable	De	-	-
Ne: Necessary	Ne	1,201,111	790,258
Ur: Urgent	Ur	-	-
On: Ongoing currently	On	-	-
		$ 1,201,111	$ 790,258

Funding Needed:	**$**	**1,201,111**	**$**	**790,258**
Funding Source:				
Severance	$	-		
Impact Fee		-		
Public Works HUTF		-		
Sales Tax		1,201,111		
Enterprise Fund		-		
	$	**1,201,111**		
	Grants		$	790,258
	ARPA			-
	Trade-Ins (Fleet)			-
	Master Lease			-
			$	**790,258**

WASTEWATER(50) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
	Dos Rios Div				
WW-23-1	Manhole Rehab	Ne		$ 15,000	
WW-23-2	Lift Station Pump Replacement	Ne		10,000	
WW-23-3	Pipe Rehab	Ne		25,000	
	Emergency Backup Generator	Ne		10,000	40,000
	North Gunnison Div				
WW-23-4	Manhole Rehab	Ne		30,000	
	Antelope Hills Div				
WW-23-5	Lift Station Pump Replacement	Ne		10,000	
	Somerset Division				
WW-25-3	Lift Station Pump Replacement				
	Tomichi Division				
WW-25-4	Lift Station Pump Replacement				
WW-27-3	Lift Station Telemetry SCADA				
	Totals			**$ 100,000**	**$ 40,000**
					$ 140,000

Required
Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Grant/Other
Df	$ -	$ -
De	-	-
Ne	100,000	-
Ur	-	-
On	-	-
	$ 100,000	$ -

Funding Needed:	**$ 100,000**	**$ -**
Funding Source:		
Severance	$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	100,000	
	$ 100,000	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ -

WATER(51) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
	Operational Support				
W-23-1	Portable Generator	Ne		25,000	
	Water-Dos Rios Div Distribtn				
W-23-2	MOSCAD Telemetry Upgrade	Ne		40,000	
	Water-Dos Rios Div: Trtmt				
W-23-3	Filter Turb Meter Upgrade (2)	Ne		13,000	
W-23-4	Intake Pumps Rebuild	Ne		12,000	
W-23-5	High Sevice Pumps Rebuild	Ne		15,000	
	Water-Antelope Hills Div				
W-30-1	Pump Station Upgrade				
	Water-Somerset Div				
	Totals			**$ 105,000**	**$ -**
					$ 105,000

Long-Term Considerations

Full WTP Upgrade/Expansion:

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Grant/Other
Df	$ -	$ -
De	-	-
Ne	105,000	-
Ur	-	-
On	-	-
	$ 105,000	$ -

Funding Needed:	**$ 105,000**	**$ -**
Funding Source:		
Severance		
Impact Fee		
Public Works HUTF		
Sales Tax		
Enterprise Fund	105,000	
	$ 105,000	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ -

SOLID WASTE(52) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
SW-23-1	Landfill Phase II Lining Mod 1&2	Ne	-	400,000	-
SW-23-2	Landfill Shop Relocation (must precede SW-25-1)	Ne		250,000	
SW-25-1	Landfill Phase II Mod 3 Construction				
SW-24-1	Landfill Phase I Closure				
SW-27-1	Landfill Loader				
	Totals		**$ -**	**$ 650,000**	**$ -**
				$	**650,000**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Grant/Other
Df	$ -	$ -
De	-	-
Ne	650,000	-
Ur	-	-
On	-	-
	$ 650,000	$ -

Funding Needed:	**$ 650,000**	**$ -**
Funding Source:		
Severance		
Impact Fee		
Public Works HUTF		
Sales Tax		
Enterprise Fund	650,000	
	$ 650,000	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ -

FLEET (80) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Master Lease/Trade-in
F-RB	Fleet Road & Bridge 80			315,109	1,123,000
F-MP	Fleet Motor Pool 80				
F-SF	Fleet Sheriff 80			213,372	
F-FG	Fleet Fairgrounds 80				
F-AX	Fleet Airport 80			54,216	
F-WW	Fleet Wastewater 80				
F-W	Fleet Water 80				
F-SW	Fleet Solid Waste 80				
F-C	Fleet Coroner 80				
F-M	Fleet Facilities 80				
F-WD	Fleet Weed 80				
F-HHS	Fleet HHS 80				
	Totals		**$ -**	**$ 582,697**	**$ 1,123,000**
				$	**1,705,697**

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Grant/Master Lease
Df	$ -	$ -
De	-	-
Ne	582,697	1,123,000
Ur	-	-
On	-	-
	$ 582,697	$ 1,123,000

Funding Needed:	**$ 582,697**	**$ 1,123,000**
Funding Source:		
Severance	$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	582,697	
	$ 582,697	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		123,000
Master Lease		1,000,000
		$ 1,123,000

INFORMATION TECHNOLOGY (82) CAPITAL IMPROVEMENT PLAN SUMMARY
2023 Budget

ID	Project	Priority	Prior Years Cost	2023 Capital Budget County	2023 Capital Budget Grant/Other
IT-23-1	Munis Upgrade			150,000	
IT-23-2	iWorq			88,000	
	Totals		**$ -**	**$ 238,000**	**$ -**
				$	**238,000**

Required
Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2023 CapEx County	Grant/Other
Df	$ -	$ -
De	-	-
Ne	238,000	-
Ur	-	-
On	-	-
	$ 238,000	$ -

Funding Needed:	**$ 238,000**	**$ -**
Funding Source:		
Severance		
Impact Fee		
Public Works HUTF		
Sales Tax		
Enterprise Fund	238,000	
	$ 238,000	
Grants		$ -
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		$ -