

- 1 - Agenda, Mar 21, 2022 BOCC regular meeting
- 2a - Board of Health, Draft 2023 Meeting Topics
- 2b - Board of Health, Public Health Overview
- 3a - Alcohol Bev Lic change of dba Name, Harmels dba bites n brews
- 3b - Alcohol Bev Lic Irwin Backcountry Guides LLC
- 3c - Alcohol Bev Lic Three Rivers Smokehouse
- 4 - Calendar Scheduling, Mar 21 - Apr 25, 2023
- 5 - BOCC minutes, Feb 7 2023
- 6 - consent 1 - Appointment to GBSGSC, FWS alternate J Creed Clayton
- 6 - consent 2 - DOLA EIAF grant application
- 6 - consent 3 - Community Mini Grant Award,, Office of Gun Violence, for GCSAPP
- 6 - consent 4 - Amended Opioid Settlement IGA, City of Gunnison
- 6 - consent 5 - CDPHE grant app for LGBTQ support
- 6 - consent 6 - Letter of Support, COSI
- 7 - Treasurers Reports
- 8d - Feb 2023 Cash Transfer Report
- 8e - Sales Tax-LMD reports
- 9- Public Hearing and DeObligation Letter for DOLA DOH Block Grant
- 10 - First Amendment to Covenants of Moon Ridge Subdivision
- 11 - Amendments to CB South and Resolution
- 12 - Temporary Road Use Agreement, Cottonwood Classic
- 13 - Resolution Authorizing Temp Wt Restriction for CR 734 Slate River Rd
- 14 - CDPHE IGA for Somerset water system upgrades
- 15 - Resolution Amending GC Ambulance Licensing Regulations
- 16 - Request for Party Status and Comment, Oil and Gas _Rulemaking

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 21, 2023

Page 1 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF HEALTH:

- 8:30 am
- Call to Order
 - Finalize 2023 Board of Health Meeting Topics
 - Public Health Overview
 - Colorado Department of Public Health and Environment; Training
 - Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 9:00 am
- Call to Order
 - Change of "dba" Name; Alcohol Beverage License #03-15394; Harmels Operations LLC dba Bites & Brews On The Taylor; Effective Dates 10/28/2022 – 10/28/2023
 - Alcohol Beverage License #03-02907; Irwin Backcountry Guides LLC dba Parking Barn; Effective Dates 5/20/2023 – 5/20/2024
 - Alcohol Beverage License #03-06291; Three Rivers Smokehouse dba Three Rivers Smokehouse; Effective Dates 4/17/2023 – 4/17/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:03 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes
 1. February 7, 2023 Regular 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. Acceptance of Appointments; Fish and Wildlife Service alternate representative J. Creed Clayton, to the Gunnison Basin Sage-grouse Strategic Committee
 2. Approval for DOLA Energy Impact Assistance Fund (EIAF) grant application; Gunnison County Sustainable Operations; for solar arrays in Sawtooth Project Phase 1 and 2, and for a geothermal HVAC system in Phase 2; \$400,000 - \$450,000
 3. Acknowledgment of Community Mini Grant Award, CDPHE Office of Gun Violence Prevention; Gunnison County Substance Abuse Prevention Project (GCSAPP); for suicide prevention trainings and gunlock distribution; \$11,959.75
 4. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and City of Gunnison; establishing how settlement funds shall be divided and distributed

*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.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 21, 2023

Page 2 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

- 5. Approval for Colorado Department of Public Health and Environment (CDPHE) grant application; Gunnison County Substance Abuse Prevention Project (GCSAPP); for LGBTQ+ support, including school GSA support, community training, and community events; \$9,725
 - 6. Approval for Letter of Support, Colorado Opportunity Scholarship Initiative
- County Manager's Reports
 - Treasurer's Reports
 - Vouchers and Transfers:
 - 1. March 2023 Accounts Payable Report
 - 2. December 2022 Purchase Card Report
 - 3. January 2023 Purchase Card Report
 - 4. February 2023 Cash Transfer Report
 - 5. Sales Tax - LMD Reports
- 9:20
- Public Hearing; DOLA, Division of Housing (DOH) Community Development Block Grant (CDBG) Project #20-064
 - 1. Letter Requesting CDBG Project #20-064 De-obligation of Funds
- 9:25
- Approval for the First Amendment to Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision; LUC-22-00065
- 9:30
- Approval for Amendments to Crested Butte South Special Area Regulations and Commercial Area Master Plan document
 - 1. Resolution; Approving Amendment to the Crested Butte South Special Area Regulations and Commercial Area Master Plan
- 9:35
- Approval for Temporary Road Use Agreement; Gunnison Nordic Club, Cottonwood Classic; County Road 209 on Thursday 5/25/2023, from 8:00 am to 4:00 pm
 - Resolution; Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road
 - Approval for Colorado Department of Public Health and Environment Intergovernmental Agreement; for improvements to existing Town of Somerset wastewater system; 3/17/2023-3/16/2028; \$320,175
- 9:45
- Resolution; Amending Gunnison County Ambulance Licensing Regulations Adopted by Resolution 2018-13
- BREAK**
- 10:05
- Request for Party Status and Comment on Proposed Rules, Oil and Gas Conservation Commission of the State of Colorado High Priority Habitat Map Rulemaking
- 10:15 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.

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 21, 2023

Page 3 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

- Executive Session, pursuant to C.R.S. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to use of property located at 510 14th Street in Gunnison, Colorado

- 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=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US

+16694449171,,82753657556#,,,,*471302# US

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Finalize 2023 Board of Health Meeting Topics

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your approval, the draft of the 2023 Board of Health Meeting Topics

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/21/2023

DRAFT 2023 Board of Health Meeting Topics

Meeting Date	Public Health Function	Meeting Topics
March 21, 2023	Essential Service #6: Enforce Laws & Regulations protect health & ensure safety	Public Health Overview Board of Health member CDPHE training
June 20, 2023	Essential Service #2: Diagnose & Investigate Essential Service #1: Monitor Health Status	Clinical Services update Community Health Assessment
September 19, 2023	Essential Service #4: Mobilize Community Partnerships Essential Service #1: Monitor Health Status	Substance Use Disorder (SUD) Harm Reduction Vital Records update (audit)
December 19, 2023	Essential Service #4: Mobilize Community Partnerships Essential Service #1: Monitor Health Status	Community Health Coalition update Community Health Improvement Plan

Essential Services of Public Health

- ❑ Monitor health status
- ❑ Diagnose and investigate
- ❑ Inform, educate, and empower
- ❑ Mobilize community partnerships
- ❑ Develop policies and plans
- ❑ Enforce laws and regulations
- ❑ Link people to needed services/assure care
- ❑ Assure a competent workforce
- ❑ Evaluate health services
- ❑ Research



Source of Ten Essential Public Health Services: Core Public Health Functions Steering Committee, 1994

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health: Public Health Overview

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review - a Public Health Overview to be presented during the 3/21 Board of Health 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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 3/21/2023

Public Health Overview

Gunnison County Board of Health
March 21, 2023

Joni Reynolds, RN/CNS, MSN
Assistant County Manager, Health, Human and Safety Services

Changing Framework: Core Services

- ❑ Essential Services
- ❑ Core Services
- ❑ Foundational Services



Essential Services of Public Health

- ❑ Monitor health status
- ❑ Diagnose and investigate
- ❑ Inform, educate, and empower
- ❑ Mobilize community partnerships
- ❑ Develop policies and plans
- ❑ Enforce laws and regulations
- ❑ Link people to needed services/assure care
- ❑ Assure a competent workforce
- ❑ Evaluate health services
- ❑ Research



Source of Ten Essential Public Health Services: Core Public Health Functions Working Committee, 1994

Colorado Framework: Core Services

Foundational Public Health Services



Communicable Disease
Prevention, Investigation
and Control



Environmental
Public Health



Maternal, Child,
Adolescent, and
Family Health



Chronic Disease, Injury
Prevention, and Behavioral
Health Promotion



Access to and
Linkage with
Healthcare



Foundational Public Health Capabilities

Foundational Public Health Service: Communicable Disease Prevention, Investigation and Control



- ❑ Disease Reports
- ❑ Investigation and Response
- ❑ Disease Control measures

Foundational Public Health Service: Environmental Public Health



- ❑ **Consumer Protection**
 - Food Service
- ❑ **Community Development**
 - Land Use
 - Water Safety

Foundational Public Health Service: Maternal, Child, Adolescent, and Family Health



❑ Clinical Services

- Immunization
- Family Planning
- Women's Wellness

❑ Community Programs

- Nurse Family Partnership (NFP)
- Child Care Assistance Program (CCAP)
- Parenting Programs
 - Love & Logic
 - Nurturing Parenting Program (NPP)

Foundational Public Health Service: Chronic Disease, Injury Prevention and Behavioral Health Promotion



□ Community Programs

- Health aging
- Health insurance (CHIP, Child Health Plan+, MKD)
- Women, Infant and Children (WIC) program

Foundational Public Health Service: Access to and Linkage with Healthcare



- ❑ **Community Programs**
 - Health insurance (CHIP, Child Health Plan+, MKD)
 - Care Coordination
- ❑ **Multicultural Resources**
- ❑ **Information & Referral**

Colorado Framework: Core Services

- ❑ **CHA/CHIP**
- ❑ **HAN and Public Information**
- ❑ **BOH policy**
- ❑ **Partnerships: West Central Public Health Partnership --Community Health Coalition of Gunnison Valley --Early Childhood Council**
- ❑ **Organizational Competencies – leadership; staff; training**
- ❑ **Emergency Preparedness & Response – Emergency Management – Lisa**
- ❑ **Health Equity and the Social Determinants of Health – MCR – Healthy families -- Healthy aging**



Board of Health Trainings

❑ CDPHE

- Mandatory Online Training Modules
- Colorado Public Health Overview Training I and Training II

❑ Regional Institute for Health & Environmental Leadership (RIHEL) and CDPHE

- Colorado Boards of Health: Leadership in Action
- VIRTUAL ZOOM training
- April 5, 2023 (9:30 am – 11:00am)
- Register:
<https://rihel.app.neoncrm.com/np/clients/rihel/event.jsp?event=33>
[&](#)

CDPHE Training:

HB 21-1115

Effective 1/1/2022:

Board of Health members
complete annual public
health training provided
by CDPHE



An Act

HOUSE BILL 21-1115

BY REPRESENTATIVE(S) Kipp and Mullica, Carveo, Cutter, Michaelson Jemet, Bernell, Bird, Durán, Gonzales-Oufletre, Louine, Ortiz, Snyder, Houston, Kennedy, Ricks, Titone;
also SENATOR(S) Giral and Priola, Jaquez Lewis.

CONCERNING THE REGULATION OF MEMBERS OF BOARDS OF HEALTH, AND, IN CONNECTION THEREWITH, REGULATING THE MEMBERS OF STATE, COUNTY, AND DISTRICT BOARDS OF HEALTH.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 25-1-508, add (7), (8), and (9) as follows:

25-1-508. County or district boards of public health - public health directors. (7) MEMBERS OF A COUNTY BOARD OF HEALTH OR A DISTRICT BOARD OF HEALTH, AND THE MEMBERS OF THE STATE BOARD OF HEALTH SHALL ATTEND BOTH:

(a) ANNUAL PUBLIC HEALTH TRAINING PROVIDED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND DEVELOPED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ALONG WITH THE

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.

CDPHE Training:

There are currently two Board of Health (BOH) trainings available:

I. Public Health Introduction, released in January, 2022.

II. Public Health Law and Emergency Management Case Study, released in January, 2023.



CDPHE training developed in 2022

General public
health introduction
and specifically
public health in
Colorado



CDPHE training developed in 2023

Overview of
Emergency
Management –
Medical Emergency
Preparedness and
Response



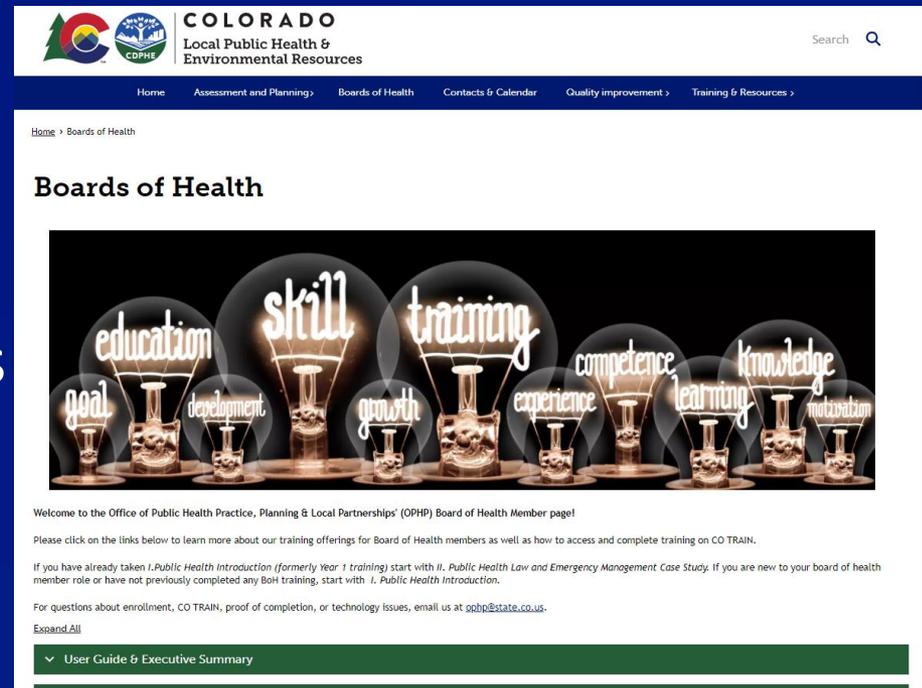
Courses available only on CO TRAIN

CO TRAIN: Colorado Learning Management System

CDPHE is a TRAIN affiliate, and **users must create a CO TRAIN account** to access this resource.

User Guide link:

<https://cdphe-lpha.colorado.gov/board-of-health-member>



COLORADO
Local Public Health & Environmental Resources

Home Assessment and Planning > Boards of Health > Contacts & Calendar > Quality Improvement > Training & Resources >

Home > Boards of Health

Boards of Health



Welcome to the Office of Public Health Practice, Planning & Local Partnerships' (OPHP) Board of Health Member page!

Please click on the links below to learn more about our training offerings for Board of Health members as well as how to access and complete training on CO TRAIN.

If you have already taken *I. Public Health Introduction (formerly Year 1 training)* start with *II. Public Health Law and Emergency Management Case Study*. If you are new to your board of health member role or have not previously completed any Boh training, start with *I. Public Health Introduction*.

For questions about enrollment, CO TRAIN, proof of completion, or technology issues, email us at ophp@state.co.us.

[Expand All](#)

- ▼ User Guide & Executive Summary

Already Have a CO TRAIN Account?

Go directly to the courses

Go directly to CO TRAIN and search by the course numbers:

I. Public Health Introduction (CO Boards of Health Training)
Course #6072

II. Public Health Law and Emergency Management Case
Study (CO Boards of Health Training) Course # 1108138

Course Completion

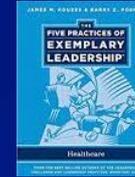


Take one course annually

Complete the Qualtrics Evaluation Survey link embedded in the course to get credit

Evaluation complete = confirmation email

Board of Health Trainings



❑ Regional Institute for Health & Environmental Leadership (RIHEL) and CDPHE: **VOLUNTARY**

- Colorado Boards of Health: Leadership in Action
- VIRTUAL ZOOM training:
 - Complete the LPI Self Assessment
 - Apply 5 practices to BoH context
 - Connect with other BoH members
- April 5, 2023 (9:30 am – 11:00am)
- 3/28/23 = Deadline to Register
- Register:

<https://rihel.app.neoncrm.com/np/clients/rihel/event.jsp?event=33>
&

Kouzes & Posner's Five Practices of Exemplary Leadership
MODEL THE WAY
INSPIRE A SHARED VISION
CHALLENGE THE PROCESS
ENABLING OTHERS TO ACT
ENCOURAGE THE HEART

Board of Health

❑ Overview – Core Services

❑ Board of Health Trainings:

■ CDPHE via COTRAIN

- <https://cdphe-lpha.colorado.gov/board-of-health-member>
- One course annually required

■ RIHEL & CDPHE Zoom Virtual training: 4/5/2023

- <https://rihel.app.neoncrm.com/np/clients/rihel/event.jsp?event=33&>
- Register by 3/28/23



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Change of "dba" Name; Alcohol Beverage License #03

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Harmels Operations LLC dba Bites & Brews On The Taylor Change of DBA name.

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:

Legally sufficient. SO 3/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/10/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/21/2023



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 #03-15394

to sell/serve malt, vinous, spirituous liquor for (on the) premises
consumption in the County of Gunnison, Colorado.

HARMELS OPERATIONS LLC DBA BITES & BREWS ON THE TAYLOR

6748 COUNTY ROAD 744

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 10.28.2022 - 10.28.2023

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 3-9-2023
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

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 BITES & BREWS ON THE TAYLOR
6748 COUNTY ROAD 744
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-15394	License Expires at Midnight October 28, 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. 3/9/2023 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

received
 3-1-2023 K8

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	03-15394	
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company		
2. Name of Licensee Harmels Operations LLC		3. Trade Name of Establishment (DBA) Bites & Brews on the Taylor	
4. Address of Premises (specify exact location of premises) 6748 County Road 742		5. Business Email Address stay@harmels.com	
City Almont	County Gunnison	State CO	ZIP 81210
		Business Phone Number (970) 611-1740	

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C		
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00		
<input type="checkbox"/> Manager's Registration (Tavern) \$30.00	<input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00		
<input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00	<input checked="" type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00		
<input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Change Location Permit (ea) \$150.00		
<p><i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p>	<input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00		
	<input type="checkbox"/> Change, Alter or Modify Premises		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;">\$150.00 x</td> <td>Total Fee:</td> </tr> </table>	\$150.00 x	Total Fee:
	\$150.00 x	Total Fee:	
<input type="checkbox"/> Addition of Optional Premises to Existing H/R			
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;">\$100.00 x</td> <td>Total Fee:</td> </tr> </table>	\$100.00 x	Total Fee:
\$100.00 x	Total Fee:		
	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;">\$160.00 x</td> <td>Total Fee:</td> </tr> </table>	\$160.00 x	Total Fee:
\$160.00 x	Total Fee:		
	<input type="checkbox"/> Campus Liquor Complex Designation No Fee		
<input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Sidewalk Service Area \$75.00		

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period	
<p><small>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 of Revenue may collect the payment amount directly from your bank account electronically.</small></p>			<p>TOTAL AMOUNT DUE \$ 50.00</p>

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: City County ZIP

(b) Address of Location 2: City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name

New manager's name

(b) Date of Employment

Has manager ever managed a liquor licensed establishment? Yes No

Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (mo/day/year) End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Savannah Reynolds</i>	Print name and Title Savannah Reynolds <i>Events Coordinator</i>	Date 02/27/2023
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) <i>Gunnison County</i>	Date filed with Local Authority <i>3-1-2023</i>	
Signature <i>Heather Simultion</i>	Title <i>County Clerk</i>	Date <i>3-1-2023</i>
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- X 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) *To modify Premise, or add Sidewalk Service Area*, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) *For Optional Premises* go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change*, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) *Campus Liquor Complex Designation*, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) *To add another Related Facility* to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input checked="" type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name <i>Harmels Ranch Resort</i></td> <td style="width: 50%; padding: 2px;">New Trade Name <i>Bites & Brews on the Taylor</i></td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name <i>Harmels Ranch Resort</i>	New Trade Name <i>Bites & Brews on the Taylor</i>	Old Corporate Name	New Corporate Name
Old Trade Name <i>Harmels Ranch Resort</i>	New Trade Name <i>Bites & Brews on the Taylor</i>				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-02907; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Irwin Backcountry Guides LLC dba Parking Barn

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:

Legally sufficient. SO 3/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/4/2023



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 #03-02907

to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises
consumption in the County of Gunnison, Colorado.

**IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 5.20.2023 - 05.20.2024

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 3-16-2023
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

**IRWIN BACKCOUNTRY GUIDES LLC
dba PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
Crested Butte CO 81225**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-02907	License Expires at Midnight May 20, 2024
License Type TAVERN (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. 3/15/2023 JM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**PARKING BARN
 PO BOX 1807
 Crested Butte CO 81224**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X <u>1</u>	\$ 100
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 650

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 IRWIN BACKCOUNTRY GUIDES LLC		Doing Business As Name (DBA) PARKING BARN	
Liquor License # 03-02907	License Type Tavern (county)		
Sales Tax License Number 301780000003	Expiration Date 05/20/2023	Due Date 04/05/2023	
Business Address 440 FOREST SERVICE ROAD 826.1 C, BUILDING 2 Crested Butte CO 81225			Phone Number 9703497761
Mailing Address PO BOX 1807 Crested Butte CO 81224		Email accounting@elevenexperience.com	
Operating Manager Kyra Martin	Date of Birth 7/5/1981	Home Address 308 Van Tuyl Circle Unit B Gunnison, CO 81230	Phone Number 970-275-1044
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *if rented, expiration date of lease <u>12/31/2028</u>			
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:

- 1. Scarp Ridge Lodge #4703038
- 2. Taylor River Lodge #4704714
- 3. The Movie Cabin #4702906
- 4. The Parking Barn #4702907

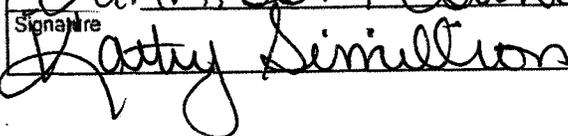
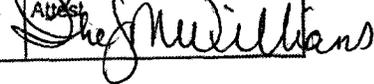
Affirmation & Consent

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	Alan Pike	Title	Managing Member
Signature		Date	2/28/2023

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	Gunnison County	Date	3-3-2023
Signature		Title	County Clerk
		Signature	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-06291; Three Rivers S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License Renewal for Three Rivers Smokehouse dba Three Rivers Smokehouse

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:

Legally sufficient. SO 3/17/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/17/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/21/2023



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 #03-06291

to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**THREE RIVERS SMOKEHOUSE
DBA THREE RIVERS SMOKEHOUSE
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 04.17.2023 - 04.17.2024

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.

Holly Simillion 3-17-2023
Gunnison County Clerk

Date

Board of County Commissioners Date

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

**THREE RIVERS SMOKEHOUSE
dba THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-06291	License Expires at Midnight April 17, 2024
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. 3/17/2023 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**THREE RIVERS SMOKEHOUSE
 PO BOX 339
 Almont CO 81210**

Fees Due	
Renewal Fee	550.00
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	\$550

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 THREE RIVERS SMOKEHOUSE		Doing Business As Name (DBA) THREE RIVERS SMOKEHOUSE	
Liquor License # 03-06291	License Type Hotel & Restaurant (county)		
Sales Tax License Number 29812613	Expiration Date 04/17/2023	Due Date 03/03/2023	
Business Address #130 COUNTY ROAD #742 Almont CO 81210			Phone Number 9706411303
Mailing Address PO BOX 339 Almont CO 81210		Email office@3riversresort.com	
Operating Manager Mark Schumacher	Date of Birth 3-11-53	Home Address 130 CO Rd 742, Almont CO 81210	Phone Number 970-641-1303
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 3RR Inc. Retail FMBL Lic # 0523840002

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 <u>Mark Schumacher</u>	Title <u>Pres. / owner</u>
Signature 	Date <u>2-2-23</u>

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 <u>gummission County</u>	Date <u>2-6-23</u>
Signature <u>Hatty Semillion</u>	Title <u>County Clerk</u>
	Attest <u>Shelley Williams</u>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

March 21 – April 25, 2023

(as of 3/17/2023)

Board of County Commissioners

1. BOCC Regular Meeting

March 21, 2023, All Day @ BOCC Boardroom

[More Details](#)

2. Joint Work Session; Board of County Commissioners, County and City Planning Commissions, City Council, plus Public Open House

March 21, 2023, 2:00 PM - 8:00 PM

1pm - 3pm: Three Mile Plan Joint Work Session with the Board of County Commissioners, City Council and County and City Planning Commissions; 6pm - 8pm: Public Open House

[More Details](#)

3. BOCC Work Session

March 28, 2023, All Day @ BOCC Boardroom

[More Details](#)

4. BOCC Regular Meeting

April 4, 2023, All Day @ BOCC Boardroom

[More Details](#)

5. Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission

April 6, 2023, 9:00 AM @ BOCC Boardroom

Cont'd Joint Public Hearing starts at 9 am - Gregory Six Lot Subdivision

[More Details](#)

6. Mayors & Managers Meeting - Hosted by Mt. Crested Butte

April 6, 2023, 12:00 PM - 1:30 PM

[More Details](#)

7. BOCC Work Session

April 11, 2023, All Day @ BOCC Boardroom

[More Details](#)

8. BOCC Regular Meeting

April 18, 2023, All Day @ BOCC Boardroom

[More Details](#)

9. BOCC Work Session

April 25, 2023, All Day @ BOCC Boardroom

[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. Gunnison-Hinsdale Board of Human Services Meeting

April 18, 2023, All Day @ BOCC Board Room

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: February 7, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the February 7, 2023 BOCC regular meeting minutes.

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/21/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 7, 2023**

The February 7, 2023 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
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
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 #03-15949; THE WOODEN SPOON LLC DBA THE WOODEN SPOON; EFFECTIVE DATE 3/07/2023 - 3/07/2024: With no questions or concerns from the Board, it was moved by Commissioner Smith to approve the Alcohol Beverage License for The Wooden Spoon LLC dba The Wooden Spoon. Commissioner Puckett Daniels seconded. Motion carried unanimously.

ALCOHOL BEVERAGE LICENSE #03-04246; CRESTED BUTTE LLC DBA PARADISE RESTAURANT; EFFECTIVE DATE 2/03/2023 – 2/04/2024: Moved by Commissioner Smith to approve the Alcohol Beverage License for Crested Butte LLC dba Paradise Restaurant. Commissioner Puckett Daniels seconded. Motion carried unanimously.

ALCOHOL BEVERAGE LICENSE #13-37843-000; N D ENTERPRISES LLC DBA CRESTED BUTTE COUNTRY CLUB; EFFECTIVE DATE 1/14/2023 – 1/14/2024: Moved by Commissioner Smith to approve the Alcohol Beverage License for N D Enterprises LLC dba Crested Butte Country Club. Commissioner Puckett Daniels seconded. Motion carried unanimously.

SPECIAL EVENT LIQUOR PERMIT 1-2023; CRESTED BUTTE MTN EDUCATIONAL RADIO; EFFECTIVE DATE 3/09/2023 AND 3/10/2023 FROM 3PM - 11:30 PM: Moved by Commissioner Smith to approve the Special Event Liquor Permit for Crested Butte Mtn Educational Radio. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

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

CONSENT AGENDA: With no questions from the Board, it was moved by Commissioner Levine of Hinsdale County to approve the consent agenda as presented. Commissioner Puckett Daniels seconded. Motion carried unanimously.

- 1. Approval for Colorado Department of Early Childhood Memorandum of Understanding (CDEC); Gunnison/Hinsdale Board of Human Services; for providing a local Child Care Assistance Program for Gunnison and Hinsdale Counties; 1/01/2023 – 6/30/2025, reaffirmed annually by amendment

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison/Hinsdale Board of Human Services 8:33 am

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:33 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Commissioner Houck reminded those present that he would be leaving for the annual National Association of Counties (NACo) conference in Washington D.C. next week, and would be out of office for the February 14th work session. He also gave a reminder regarding the continued public hearing with the Planning Commission on February 16th, to make sure the other commissioners would be attending.

MINUTES APPROVAL: Commissioner Puckett Daniels recused herself from the motion to approve, as she had not been present for these two meetings.

Moved by Commissioner Smith, seconded by Commissioner Houck, to approve the minutes for November 15th, 2022 and November 22nd, 2022 as presented. Motion carried with one abstention from Commissioner Puckett Daniels, who had recused herself earlier.

1. **November 15, 2022 Regular Meeting**
2. **November 22, 2022 Special Meeting**

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

1. Approval for Colorado Department of Public Health and Environment (CDPHE) Tobacco Prevention Grant Application; for STEPP tobacco prevention funding on behalf of the West Central Public Health Partnership; \$350,000
2. Approval for Trade Contractor Agreement; CML Security, LLC; for Detention security system retrofit; 1/23/2023-12/31/2023; \$267,475
3. Approval for Community Mini Grant Application, CDPHE Office of Gun Violence Prevention; Gunnison County Substance Abuse Prevention Project (GCSAPP); for suicide prevention training and gunlock distribution; \$9,387.32
4. Approval for Charter Operator Operating Agreement and Lease of Airport Facilities; Delux Public Charter LLC dba JSX; for service to Dallas-Love Field; Leases and charges as per agreement; 11/15/2022 – 5/14/2023
5. Approval for CTSI Certificate of Participation; Colorado Counties Casualty and Property Pool (CAPP); 1/01/2023 – 12/31/2023
6. Approval for Colorado Department of Transportation (CDOT) Highway User Tax Fund Annual Report; for funding from CDOT for road maintenance – for new roads, annexations and length changes to existing roads; Certified Totals as of December 31, 2022
7. Acknowledgment of County Manager Approval; Colorado Department of Early Childhood (CDEC) Family Support Grant Application; for family support services, including Family Strengthening program, tracking, and case management; \$49,706
8. Approval for CDHS Behavioral Health Administration Contract Amendment #1; Gunnison County Sheriff's Office; for Jail-based Behavioral Health Services; 7/1/2022 – 6/30/2023; Cost reimbursement up to \$155,200
9. Approval for County Agreement; Project Hope of Gunnison Valley; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$10,000
10. Approval for County Agreement; Gunnison Valley Animal Welfare League; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$9,500
11. Approval for County Agreement; Gunnison Valley Health Foundation; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$11,500
12. Approval for County Agreement; Gunnison Conservation District; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$6,000
13. Approval for County Agreement; Gunnison Country Food Pantry; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$12,000
14. Approval for County Agreement; Six Points Evaluation and Training, Inc; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; \$12,000
15. Approval for Letter of Support; Mountain Express Federal Grant Application; for Mountain Express Bus Storage, Maintenance, and Operations Facility
16. Approval for Memorandum Agreement between Parent Possible and Gunnison County Health and Human Services; 2023 Parents as Teachers Training Program
17. Approval for Professional Services Agreement; Wright Water Engineers; for support in updating FEMA floodplain mapping in Gunnison County; Effective date of signing to 12/31/2023; up to \$10,000\
18. Approval for Colorado Department of Public Health and Environment Task Order; Gunnison County Department of Health and Human Services; Increases the availability of overdose prevention tools; 1/15/2023 – 6/30/2023

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

1. Wanted to bring attention to the next item on the agenda, which would be a Gunnison Valley Health (GVH) property purchase. CM Birnie let the commissioners know that he did expect a closing on the property that day. He also noted that he had asked Wade Baker – Vice President of Operations for GVH - to join the meeting remotely, in case the Board had any questions.
2. Notice of another property purchase coming up soon. CM Birnie stated that another property purchase was currently in the works, for a right of way at Brush Creek.
3. Sawtooth Affordable Housing project update. CM Birnie informed the Board that they had recently received word that the units were now on the production line; within a month or so, they expected to see units start showing up. He noted that they would get these in place as soon as they could get into the ground at the constructions site this Spring.
4. Met yesterday with Hugo Ferchau, Fire Chief and Fire Marshall for the City of Gunnison. CM Birnie stated that Fire Marshall Ferchau let him know they were regrouping efforts for a new fire station, and were trying to decide what to do regarding their long-term lease with the county for the current fire station. CM Birnie explained that they might be asking for a long-term lease or to transfer that

property, before they go back to the voters. CM Birnie further advised that the county could sell or donate this, but if they did donate a substantial sum, he thought the county would want to ask for energy components to be added to the building. CM Birnie informed the Board that Mr. Ferchau had indicated they would be amenable to this plan.

CHANGE OF AGENDA: As they were ahead of time on the agenda, Chairperson Houck elected to begin the Commissioner Items until it was time for the next scheduled agenda at 8:45 am.

COMMISSIONER ITEMS

Commission Laura Puckett Daniels

1. General community meetings. Commissioner Puckett Daniels noted that she had been meeting with various organizations in the community, trying to get up to speed on where they were at. She stated that she had reached out most recently to Region 10, Regional Housing Authority, RTA, Mountain Express, Valley Housing Fund, CC4CA (Colorado Communities for Climate Action), and the Town of Crested Butte.
2. Attended a Region 10 Broadband Conference on Monday January 30th at the Crested Butte Center for the Arts. Commissioner Puckett Daniels reported that broadband experts in policy, funding, and infrastructure from around the state had been at the conference, to discuss what is next for Colorado, based on the Governor’s executive order of 2022, wherein he stated that he wanted 99% of Colorado communities to be connected by 2027.
3. Participated in a call with stakeholders from Marble, regarding the Wild and Scenic Crystal River process. Commissioner Puckett Daniels stated that she will begin attending these calls to see where the interest is with stakeholders in the Marble area, and what the pros and cons might be.
4. Met with Dana Hlavac from DOLA. Commissioner Puckett Daniels shared that, from the meeting, she had learned there was some movement regarding working with the Somerset water system, and she expressed hope for receiving funding for upgrades. Commissioner Smith offered to send her a memo which former Deputy County Manager Marlene Crosby had put together, furnishing background on the Somerset system.

REVIEW OF GVH REAL PROPERTY HOUSING PURCHASE; LAZY K DEVELOPMENT, UNITS A, B, C, AND D; 102 OURAY LANE, GUNNISON: County Manager Matthew Birnie was present in the room and GVH Vice President of Operations Wade Baker was present remotely via Zoom, for discussion and to answer any questions the Board might have.

1. **Resolution; Authorizing the County Manager to Purchase 102 Ouray Lane, Units A, B, C & D in Gunnison, Colorado.**

CM Birnie asked VP Baker to share with the Board concerning how this purchase of this Lazy K four-plex would fit in with GVH’s portfolio and future plans for housing. VP Baker then shared that their strategy was to get to 50 housing units that GVH can either own or rent to long term staff. The target was to replace traveling staff with permanent staff as housing became available. The Board then discussed briefly topics including, income and deed restrictions, a projected GVH down payment program, and upcoming projects. VP Baker also informed the commissioners that another large project coming up would be converting the old senior care center into efficiency apartments.

CM Birnie explained that the resolution before them was required by the title company for closing; he also reminded the Board that there was no county money involved in the purchase – the county owned the real property due to statutory requirements, but this purchase would be with GVH resources entirely.

County Attorney Matt Hoyt noted for the record that there was a scrivener’s error in the resolution’s signature block; CM Birnie advised him that this error had been corrected and a correct document was now ready for the commissioners to sign.

With no further concerns from the Board, Commissioner Smith **moved** to approve Resolution 2023-1, A Resolution Authorizing the County Manager to Purchase 102 Ouray Lane, Units A, B, C & D in Gunnison, Colorado, and authorize the chair’s signature. Commissioner Puckett Daniels seconded; motion carried unanimously.

LOT CLUSTER; LOTS M1-8 AND M1-9, BUCKHORN RANCH FILING NO. 2B; AFC DEVELOPMENT LLC; LUC- 22-00066: Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any questions the Board might have. Also present in the room was Attorney Jake With, representing the applicant, AFC Development LLC.

ASM Baker briefly went over the application with the Board, stating that the applicant wanted to cluster two adjacent lots – M1-8 and M1-9 – in Buckhorn Ranch. She noted that the application had been reviewed and determined legally sufficient by the County Attorney’s Office, there were no liens, taxes were current, the HOA had approved it, and there were no utilities in between the lots to be considered.

Moved by Commissioner Smith to approve the lot cluster for lots M1-8 and M1-9, Buckhorn Ranch Filing No. 2B, by AFC Development LLC. Commissioner Puckett Daniels seconded. Motion carried unanimously.

LOT CLUSTER; LOTS M1-6 AND M1-7, BUCKHORN RANCH FILING NO. 2B; BASIN REAL ESTATE HOLDING LLC; LUC-22-00067: Community Development Administrative Services Manager Beth Baker

was present in the room for discussion and to answer any questions the Board might have. Also present in the room was Attorney Jake With, representing the applicant, Basin Real Estate Holding LLC.

ASM Baker outlined that this application had exactly the same circumstances as the lot cluster just approved – Lots M1-6 and M1-7 were adjacent lots in Buckhorn Ranch, the County Attorney's Office had reviewed and found the application to be legally sufficient, there were no liens, taxes were current, the HOA had approved it, and there were no utilities in between the lots to be considered.

Moved by Commissioner Puckett Daniels to approve the lot cluster of lots M1-6 and M1-7 in the Buckhorn Ranch filing, LUC-22-00067. Seconded by Commissioner Smith. Motion carried unanimously.

LOT CLUSTER; PARCELS 1, 2 AND 3, LOTS 9, 10, 11, 12 AND 13, 2ND AMENDMENT TO ARROWHEAD COMMERCIAL AREA UNIT 1; SHULTZ FAMILY TRUST INVESTMENTS, LLC; LUC-22-00005: Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any questions the Board might have.

ASM Baker explained that this property had a stop work order put on the property, but this had all been cured and all the requirements had now been met. The County Attorney's Office had reviewed and found the application legally sufficient, taxes were current, there were no liens, and the utility companies had been notified and they had no concerns.

The Board and ASM Baker then briefly went over the map to better understand where the lots concerned were located.

Moved by Commissioner Smith to approve the lot cluster for parcels 1, 2 and 3, Lots 9, 10, 11, 12, and 13, 2nd Amendment to Arrowhead Commercial Area Unit 1, LUC-22-00005. Seconded by Commissioner Puckett Daniels. Motion carried unanimously,

APPROVAL FOR SAWTOOTH PHASE 1, BOUNDARY LINE ADJUSTMENT; PARCEL 2, REPLAT OF FRED R FIELD WESTERN HERITAGE CENTER – GUNNISON CO FAIRGROUNDS AND LOTS 1-6, BLOCK 137: Assistant County Manager for Operations & Sustainability John Cattles was present in the room to answer any questions the Board might have.

ACM Cattles outlined for the Board that, with Gunnison County as the owner, the City of Gunnison will accept the boundary line adjustment after the Board signs. He further explained that this was essentially a "do-over," as the first signed plat had been found to have some mistakes on it; this version corrected the mistakes and Commissioner Houck, as chair for the board, would need to sign again. ACM Cattles reminded the Board also that the adjustment basically split the parcel used for the housing project into 6 legal lots to be used in Phase 1, with 1 other lot to be utilized in Phase 2.

Moved by Commissioner Smith to approve the Sawtooth Phase 1 Boundary Line Adjustment for Parcel 2, and authorize the chair's signature. Commissioner Puckett Daniels seconded. Motion carried unanimously.

APPROVAL FOR COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) GRANT CONTRACT; FOR STUDY FOR GUNNISON COUNTY CB TO CB SOUTH MULTIMODAL TRAIL PLAN; EFFECTIVE DATE OF SIGNING TO 11/13/2032; \$125,000 + \$41,667 MATCHING FUNDS: Assistant County Manager for Community and Economic Development Cathie Pagano was present in the room for discussion and to answer any questions the Board might have.

ACM Pagano briefly outlined that they had applied for a grant last summer for the multimodal trail plan, and had been awarded a planning grant of \$125,000 from CDOT with a County contribution of \$31,250, plus local support for the cash match. Recently, they had interviewed consultant teams and had just selected a team last week. She advised that their contract and the whole planning process would begin once it was accepted with CDOT.

ACM Pagano then discussed briefly with the Board concerns such as what was involved with the planning process, design, survey and engineering options, as well as timing and other goals this project might help with, for leveraging.

After this discussion, it was **moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the CDOT grant contract for study for the Gunnison County CB to CB South Multimodal Trail Plan, and authorize the County Manager's signature. Motion carried unanimously.

APPROVAL FOR SUSTAINABLE TOURISM AND OUTDOOR RECREATION (STOR) COMMITTEE CHARTER AMENDMENT: Assistant County Manager for Community and Economic Development Cathie Pagano was present in the room for discussion.

ACM Pagano went over briefly with the Board administrative changes needed from decisions made last year. She noted that they added charter members and that the amendments now allow members to serve in their terms for a later time period, to allow the BOCC time to interview and appoint. Commissioner Houck reminded the commissioners that the BOCC ratifies the appointments of the agencies, but chooses the At-Large appointments.

Commissioner Smith **moved** to approve the Sustainable Tourism and Outdoor Recreation Committee Charter Amendment, as presented. Commissioner Puckett Daniels seconded. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS; APPOINTMENTS: Commissioner Houck briefly went over the boards and commission appointment process, and added that the BOCC would be holding interviews the rest of that day. He also explained that they were also currently in a second search for

applicants with those boards or commissions who had not received any applicants yet. That search deadline was set for February 17th.

The commissioners then went over the applicants for each of the Boards or Commissions needing appointments that day. These included: Board of Adjustments/Board of Appeals; Environmental Health Board; Gunnison Valley Land Preservation Board; Gunnison Watershed Weed Commission; Region 10; and Veteran Services Officer.

After several minutes of discussion of qualifications for each applicant, it was **moved** by Commissioner Puckett Daniels to appoint to the Board of Adjustments and Board of Appeals, Bill Barvitski and Andrew Tocke; to the Environmental Health Board, Shea Earley; to the Gunnison Valley Land Preservation Board, Les White; to the Gunnison Watershed Weed Commission, Lorraine Rup; to Region 10, Vincent Rogalski to the Transportation position, David Assad for the Loan Fund, and Shane McGuinness for the Loan Fund; and as the Veterans Services Officer, Steve Otero. Commissioner Smith seconded. Motion carried unanimously.

CHANGE OF AGENDA: As the meeting was slightly ahead of schedule, Chairperson Houck elected to take a short break from 9:19 am to 9:25 am.

WHETSTONE HOUSING PROJECT; LAND USE CHANGE REVIEW: Assistant County Manager for Community and Economic Development Cathie Pagano and Assistant County Manager for Operations & Sustainability John Cattles were present in the room for discussion and to answer any questions the Board might have.

Commissioner Houck explained that there had been a joint public hearing with the planning commission up through last week. This was the first meeting since the joint public hearing, to update and make sure this process was moving forward in a timely and thorough manner in order to go to the next step.

ACM Pagano went over the sketch plan information with the Board, and noted no new issues were identified. She also gave instructions for what would be required, should the Board elect to hold another optional public hearing.

Commissioner Houck went over the points with this process, and asked the Board if they felt the need for another public hearing. Commissioner Daniels felt that written comments have been robust and so did not see the need to move forward with another public hearing. Commissioner Smith felt there had been a lot of correspondence received and concerns had been very thoroughly addressed as defined by the LUR; she also did not feel the need to continue with another public hearing as well.

Moved by Commissioner Houck that the Board of County Commissioners defer its opportunity to have an additional public hearing, due to the fact that the Board felt that the two joint public hearings have more than adequately allowed them to have that input through a public process. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

Commissioner Houck then directed the Board to a review of planning commission recommendations and the resolution that had been drafted from these recommendations, before them for approval. He asked the Board if there was any part of the recommendations they would like to discuss.

The Board then discussed the recommendations, as well as concerns with standardization of size and location references, and came to the point that they felt ready to move forward from the sketch plan into the process.

Moved by Commissioner Smith to approve Resolution 2023-2, A Resolution Approving the Sketch Plan for Whetstone Community Housing Development LUC-22-00049. Commissioner Puckett Daniels seconded. Motion carried unanimously.

Commissioner then thanked the community for their involvement and the team members involved and attending in person or remotely. He concluded that the sketch plan had been "pretty high altitude" but that they looked forward to taking a deeper dive with the more technical work.

UNSCHEDULED CITIZENS: There was no one present in the room or via Zoom who wished to make a comment.

COMMISSIONER ITEMS (cont'd):

Commissioner Smith:

1. State Attorney General in town for Broadband discussions. Commissioner Smith stated that while he was in town, she had been able to attend a community listening session with the AG, regarding the merger of the two primary grocery stores and its community impact. She reported that AG Weiser had made a commitment to rural communities and to ensuring that the merger did not cause hardship. She stated that the media had also approached her to make a statement. She advised that she did not feel there would be anything to gain by making this type of formal statement; she only made comments she felt were consistent with statements from the community. Commissioner Houck expressed his appreciation that she had been cultivating a relationship with the AG's office in order to make Gunnison County's concerns be heard. Commissioner Puckett Daniels also expressed that she was continuing to advocate for competition in that market in an informal manner, noting that the lack of competition is very hard on the community.
2. Had a good conversation with the Attorney General about development of the Opioid Regional Council. Commissioner Smith stated the discussion centered around data infrastructure for the state and can the AG's Office help support this.

3. Will miss that afternoon's Cheatgrass Coordinator meeting. Commissioner Smith noted that she would have to miss that day's meeting, due to the interviews set for the rest of the day. She stated that she would be happy to report back later on it, and further reported that they were finding habitat restoration to be very expensive – it was hard to obtain weed-free quality seed. Currently, seed was costing around \$300 per bag, to cover approximately an acre. She added that it might be possible and much more feasible to obtain seed from local greenhouses; this topic should be part of the discussion at that day's meeting.
4. Gunnison Watershed Weed Commission. Commissioner Smith addressed the two vacancies on the commission, stating that she possibly had three potential candidates that she would be contacting to see if they would be willing to apply. She also asked about the potential name change that had been contemplated last year. CM Birnie replied that the name proposed had implied that the program was able to do much more than what they actually do right now; the commission would need to talk with Assistant County Manager for Public Works Martin Schmidt, regarding a name change.
5. Opioid settlements. Commissioner Smith reported that the state's settlements were up to above \$700 million, and added that the County needed a revised Intergovernmental Agreement for allocating this new round of settlement funding. She highlighted that she would be contacting the participants involved to get a revised IGA in place for each.
6. Attended the Southwest Colorado Opioid Regional Council meeting in Montrose. Commissioner Smith explained that they were encountering hiring challenges in trying to find people with the expertise to help, and who are also available. She added that they might need to proceed with a different model for a coordinator.
7. Attended a Colorado Counties Inc (CCI) land use remote meeting last Friday. Commissioner Smith noted that they had been looking at CDOT specific legislation which presented challenges regarding mobile home replacement. She reported that they had examined HUD requirements and the ability to get replacements into areas with very tight spaces, as well as options to construct on site in order to replace the mobile homes.

Commissioner Houck

1. Attended portions of the CPW Wolf reintroduction open house during the last week of January. Commissioner Houck reported that the open house helped to bring several issues to the forefront. He gave a nod to the community, noting that with all the strong opinions, they were able to have hard discussion in a very constructive way. He added that they would be continuing talks through the spring and early summer, considering comments from citizen and technical groups.
2. Attended Colorado Counties Inc (CCI) meeting remotely on January 26th and 27th. Commissioner Houck stated that they were working through all the legislative bills. He informed the Board that he had been elected to be chair for the CCI Public Lands Steering Committee, and would be meeting with other state committees regarding public lands issues when he traveled to Washington D.C. for the National Association of Counties (NACo) annual conference February 11th – 14th. He also gave a reminder that the CCI legislative meetings would be continuing on February 23-24, and that the number of bills introduced would continue to explode in March.
3. Attended a NACo Public Lands Steering Committee meeting remotely last Monday night, February 6th. Commissioner Houck reported that there had been interest in the impact of renewable energy on agriculture, and asked the other commissioners to let him know if there was anything specific they would like him to bring up in his meetings with the senators and congressional delegates in Washington D.C.
4. Meeting with the Secretary of the Interior and the BLM Director while in Washington D.C. Commissioner Houck stated that he planned to discuss the Sage-grouse Resource Management Plan Amendment (RMPA) which he, CA Matt Hoyt and Wildlife Biologist Jim Cochran have been working on, as well as the BLM RMPA for wildlife corridors.
5. Road closures coordination. Commissioner Houck wanted to see if the Board wanted to have a work session discussion regarding coordinated road closures with the BLM and CPW. The Board discussed topics needed, such as public education for why the road closures are needed, as well as better communication to the community on where and when the closures take place.

In response to Commissioner Houck's request from the Board for anything specific they would like to have brought up in meetings with the senators, Commissioner Puckett Daniels requested that the post office situation in Crested Butte be brought up, as she did not want that issue to stop being brought to the forefront.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:17 am, noting that the Board would then reconvene at 10:40 am for the Work Session's Boards and Commissions interviews.

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 COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-1**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE 102
OURAY LANE, UNITS A, B, C & D IN GUNNISON, COLORADO

WHEREAS, the County desires to purchase certain property commonly known as 102 Ouray Lane, Units A, B, C & D Gunnison, Colorado; and

WHEREAS, on May 17, 2022, the Board of County Commissioners, by resolution 22-22, delegated authority to the County Manager to negotiate and execute contracts for the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The County Manager is authorized to execute and deliver all instruments necessary for the purchase of 102 Ouray Lane, Units A, B, C & D, Gunnison, Colorado

ADOPTED AND APPROVED this 7TH day of February, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023 – 2**

A RESOLUTION APPROVING THE SKETCH PLAN FOR LUC-22-00049
WHETSTONE COMMUNITY HOUSING DEVELOPMENT

WHEREAS, the parcel that is the subject of this Resolution is located at 25315 Hwy 135. The parcel is legally described as: a tract of land in the NW1/4SE1/4, Section 12, Township 14 South, Range 86 West, 6th pm. There are two separately deeded parcels that are part of this application, including the parcel described in warranty deeds recorded at Reception Nos. 658634 and 685777 and the plat recorded at Reception No. 685778.

WHEREAS, the Whetstone Community Housing Land Use Change application was submitted on September 9, 2022 and was determined a complete application by staff on October 14, 2022.

WHEREAS, the Planning Commission held work sessions and public hearings to discuss the Whetstone Community Housing application on the following dates:

- October 20, 2022 Work Session and Site Visit
- November 3, 2022 Work Session
- November 17, 2022 Work Session
- December 1, 2022 Work Session

- January 19, 2023 Joint Public Hearing
- February 2, 2023 Joint Public Hearing

WHEREAS, the applicant proposes the development of an essential workforce housing residential development on the site, as governed by the Gunnison County Land Use Resolution, as amended (LUR).

WHEREAS, the LUR defines "essential housing" as "housing for qualified households as determined by the Gunnison County Housing Authority." See LUR Section 2-102.

WHEREAS, the LUR defines "workforce" as "persons who are employees in Gunnison County whose household incomes are categorized as low income (i.e., a household whose annual income does not exceed 80 percent of the area median income as published annually by the U.S. Department of Housing and Urban Development) or moderate income ((i.e., a household whose income is between 81 percent and 120 percent of the area median income as published annually by the U.S. Department of Housing and Urban Development). See id.

WHEREAS, the LUR "shall be construed liberally to further its stated purposes." See LUR Section 1-103.

WHEREAS, amongst the purposes of the LUR is to "encourage a diversity of housing types, densities, and development that assists in providing adequate housing for all people[;]. . . [t]o encourage innovations in residential, commercial, and industrial land use changes, so that the growing demands of the population may be met by greater variety in type, design, and layout of development[;] . . . [t]o encourage residential development that meets demonstrated housing needs in Gunnison County[;] . . . [t]o protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with this Resolution[;] . . . [and] [t]o encourage, strengthen and promote greater economic diversity in the County, to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy." See LUR Section 1-103.

WHEREAS, the total parcel is 15.1 acres. Approximately 231 units are proposed at the site at this time, of which the majority (more than 40% per Essential Housing standards) shall be deed restricted based on AMI limitations which will vary based on a range of community need and the ability of the County and developer to secure supplemental funding and control costs.

WHEREAS, the development will consist of no less than 80% deed restricted units total. 40% of the total units shall be restricted to incomes of 120% AMI or less.

WHEREAS, the applicant's goal is to have 100% of the units be deed restricted, including income restrictions, to meet the needs of the community as identified in the 2021 "Gunnison Valley Market Housing Update" and to respond to the Board of County Commissioner's strategic goal of building 300 housing units that are affordable for our workforce by 2030.

WHEREAS, the applicant proposes 1.8 parking spaces/unit. Section 9-604: B. 1. allows an applicant to request reduced parking requirements for essential housing projects. The applicant is requesting a reduction for this project.

WHEREAS, the applicant proposes a mixed use building to be included in the development which may include various commercial type facilities that would serve the neighborhood.

WHEREAS, the applicant has requested the modifications as allowed by Section 9-604: A.6. which states:

"The decision-making body shall approve modifications to the design requirements of Article 10: Locational Standards, Article 11: Resource Protection Standards, Article 12: Development Infrastructure Standards, and Article 13: Project Design Standards for Essential Housing, provided that the requested modification will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare."

WHEREAS, Section 9-604 requires the decision-making body to approve modifications if the criteria of energy efficiency, more amenities, or improved design, and the modifications will not jeopardize public health, safety, or welfare are met.

WHEREAS, pursuant to LUR Section 9-604, the applicant has requested three modifications to LUR standards:

- An increase in height of 25% for two buildings
- An increase in maximum structure size
- A reduction in parking standards

WHEREAS, a joint public hearing was conducted January 19, 2023 and February 2, 2023 by the Planning Commission and Board of County Commissioners, in which the Commission and the Board received and considered both written and oral public comment; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on February 2, 2023 tender to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission's Recommendation and the findings of fact therein, and also makes these findings of fact:

1. This application is classified as a Major Impact per Section 7-101: *More Than Four Units*.
2. The application seeks to develop essential housing and workforce housing as defined by Section 2-102.
3. The criteria set forth in Section 9-604: *Incentives Required to Provide Essential Housing* apply to this application, and the Board finds that incentives and modifications are generally

- consistent with the standards of the Gunnison County *Land Use Resolution* as set forth in the Planning Commission recommendation.
4. The applicant has met its burden to establish that application of a modification of the standards set forth in the LUR, including but not limited to, Section 13-103, to allow for an increase in height of 25% for two buildings proposed in the plan, is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
 - a. The applicant has established that its application meets the standards of Section 9-604: A.3, which states, "An increase of 25 percent in the maximum structure height allowed pursuant to Section 13-103: G.: *Allowed Structure Heights*, when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for additional and/or larger residences and that are deed-restricted pursuant to this Division." In addition, the modification standards of Section 9-604: A.6 potentially apply to this application with regard to the foregoing.
 - b. During the sketch plan proceedings, the applicant demonstrated that moving the aforementioned buildings would result in less open space and park amenities, a parking lot adjacent to the highway, reduced transit connectivity and more traffic and car trips within the development due to the location of the higher density structures in the center of the parcel. The Board therefore finds that the public will benefit from increased building heights to allow more essential affordable workforce housing in the development.
 - c. Section 13-103 is not amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.
 5. The applicant has met its burden, under LUR Section 9-604: A.6. to establish a modification of the standards set forth in the LUR, including but not limited to, Section 13-105, to allow for an increase in the maximum size of multifamily residential buildings is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
 - a. The applicant has demonstrated that the larger buildings will be more energy efficient; will provide more amenities, including the creation of park and open space due to size and location of the buildings; improved access to transit for residents in larger buildings; and reduced traffic and vehicles in the remainder of the neighborhood because of the larger buildings' location adjacent to the highway.
 - b. The proposed modification does not jeopardize public health, safety, or welfare and that neither Section 13-105 nor viewsheds are amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.
 6. The applicant has met its burden to establish a modification to the parking standards as allowed in Section 9-604: B.1. *Reduced Parking Space Requirements* and is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
 - a. This Section states: "Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing: 1. *Reduced Parking Space Requirements*. A reduction in the number of parking spaces required pursuant to Section 13-110: *Off-Road Parking and Loading*, depending upon location, bedroom mix, the availability of public transit and other pertinent factors."
 - b. The applicant proposes approximately 1.8 spaces/unit at this time.
 - c. LUR Section 13-110 normally requires two parking spaces for up to a three-bedroom unit.
 - d. However, the Board finds that modification of the foregoing standard, and application of Section 9-604(B)(1) is appropriate because the applicant has established reasonable efforts to balance the number of units with needed parking at the site. The applicant has shown that its proposal of 1.8 spaces/unit still provides parking for residents and that parking, along with the applicant's separate project to develop an underpass from the site connecting it to transit and a multimodal path justifies a modification of the normal parking standard.
 7. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Board hereby finds and concludes:
 - a. This Sketch Plan application is generally consistent with the standards and requirements of the *Resolution*, pursuant to Section 7-103, *i.e.*, compliance of the

- proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Board has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard.
- b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above. The proposed development is compatible with the community character and is an enhancement of the development area because it will create a secure source of housing for community residents and does not adversely impact the area. A final determination of whether or not the proposed land use change would result in a significant adverse net effect to adjacent land uses can occur only after the applicant has submitted the Preliminary Plan application, again taking into account the provisions of LUR Section 9-604 and the liberal construction of LUR to meet its stated purposes, which include providing adequate housing for all people.
 - c. Phasing has been proposed by the applicant within this Sketch Plan submittal.
 - d. All uses have been identified on lots within this proposed development.
8. The following have been identified as potential issues related to this application during the Sketch Plan review process:
 - a. The livability of the larger buildings alongside Highway 135 and their compatibility with community character.
 - b. The opportunity for multimodal connection to the site that is safe and accessible.
 - c. The connection to the Town of Crested Butte’s water and wastewater treatment utilities. However, such issues must be balanced with the modification provisions of Article 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.
 9. Commercial uses are proposed at the site. The Board finds that these proposed uses meet the sketch plan standards of the LUR.
 10. In response to recommendations from Colorado Parks and Wildlife the applicant has proposed to install bear-proof trash containers and limit the use of bird feeders.
 11. The applicant has submitted a request to the Town of Crested Butte for water and wastewater treatment utility extension.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Whetstone Community Housing Sketch Plan need be conducted by the Board, and further, the Board hereby approves the Whetstone Community Housing Sketch Plan for LUC No. 22-00049 as recommended by the Planning Commission, with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.
2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
 - a. Applicant shall describe the livability of the larger buildings alongside Highway 135 and their compatibility with community character including design, form, massing, and architectural features, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.
 - b. Applicant shall identify options for multimodal connection to the site that is safe and accessible, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.
3. The applicant shall further identify how the proposed project modifications allowed per Section 9-604: A. 6. *Modified Development Standards*, will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare than if the modifications are not approved.
4. The proposed development shall include bear-proof trash containers and limits on the use of bird feeders in compliance with the recommendations of Colorado Parks and Wildlife.
5. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.

6. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. *Extension of Submittal Deadline*, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.
7. This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void.
8. This Sketch Plan approval 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.
9. 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 application.
10. 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.
11. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

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 Smith, seconded by Commissioner Puckett Daniels, and adopted on this 7th day of February, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; Fish and Wildlife Serv

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review - the U.S. Fish and Wildlife Service request to appoint J. Creed Clayton as their alternate representative to the Gunnison Basin Sage-grouse Strategic Committee

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023



United States Department of the Interior



IN REPLY REFER TO:
FWS/R6

FISH AND WILDLIFE SERVICE
Colorado Ecological Services Field Office, Western Team

445 W. Gunnison Ave Suite 240
Grand Junction, Colorado 81501-5711

March 13, 2023

Board of County Commissioners
Gunnison County
200 E. Virginia Avenue
Gunnison, Colorado, 81230

Gunnison County Commissioners and Gunnison Basin Sage-grouse Strategic Committee,

The U.S. Fish and Wildlife Service (Service) would like to formally change our alternate member in the Gunnison Basin Sage-grouse Strategic Committee. Previously, Whit Blair, the Gunnison Sage-grouse Biologist for the Colorado Field Office Western Team, was the voting member and Ann Timberman, the Colorado Field Office Western Team Supervisor, was the alternate member. The Service would like to maintain Whit Blair as the voting member and to make J. Creed Clayton, the acting Colorado Field Office Western Team Supervisor, the alternate member. Creed Clayton's contact information is creed_clayton@fws.gov.

If you have any questions, please contact Whit Blair at 970-628-7191, or at whit_blair@fws.gov.

Sincerely,

J. Creed Clayton
Acting Colorado Field Office Western Team Supervisor

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for DOLA Energy Impact Assistance Fund (E

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Requesting consent to submit a grant application for an EIAF grant

Fiscal Impact: \$400,000

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 3/14/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023



MEMO

Gunnison County,
200 E Virginia, Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: John Cattles, Assistant County Manager for Sustainable Operations

To: Board of County Commissioners

Date: 3/8/2023

Re: EIAF Grant

County staff are planning on submitting for an EIAF (energy impact assistance fund) grant from DOLA on April 1, 2023. We will be requesting approximately \$400,000. We are still in the progress of developing a more detailed budget at which time the total request dollar amount will be finalized. The County will utilize the grant funds to pay for solar arrays on the roof tops of the units in phase 1 of Sawtooth and build a larger 25kW array on the roof of the phase 2 building. It will also be used to include geothermal HVAC system for phase 2. The County will match grant funds for a 50/50 share. Match funds will be derived from funding budgeted to build housing in the County Housing Authority budget. We have spoken with our regional DOLA representative, Dana Havlac, and he is supportive of the request.

The grant requires official Board action prior to submitting the application. I request the Board move to authorize me to submit a grant request to DOLA for approximately \$400,000 and not exceeding \$450,000.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Community Mini Grant Award, CDPH

Action Requested: Other Consent

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Suicide prevention mini grant with CDPHE.

Fiscal Impact: \$11,959.75

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 3/17/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023



COLORADO
Department of Public
Health & Environment

Emily Mirza

Gunnison County Substance Abuse Prevention Project

Dear Applicant:

Congratulations! The application from your organization to the Office of Gun Violence Prevention Mini Grants RFA has been recommended for funding in the amount of \$ \$11,959.75 . The review committee was particularly compelled by the strong understanding of the needs of your community and commitment to support. The OGVP program looks forward to partnering with your organization.

Please turn in the attached Budget, a signed W-9 and required insurance ACORD to shannon.dyer@state.co.us no later than 3/24/2023.

Please be aware that no work may commence until the project budget has finalized and the Purchase Order has been issued.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jonathan McMillan".

Jonathan McMillan
Executive Director
Office of Gun Violence Prevention

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South, Denver, CO 80246



OFFICE OF GUN VIOLENCE PREVENTION MINI GRANT

BUDGET

Organization Name: Gunnison County Substance Abuse Prevention Project

Budget/Budget Narrative:

Program Budget/Budget Narrative: 3/3/2023-6/30/2023

Please do not exceed \$50,000 in your request

<p><u>Staff Salaries & Fringe-</u> Staff time (QPR) x 10 hrs x \$25hr = \$250 Fringe x 10hrs x \$5hr = \$50</p>	<p>\$300</p>
<p><u>Consultants</u> safeTALK Trainer - \$200 per training x 2 trainings = \$450 \$100 Mental Health professional stipend- safeTALK x 2 trainings = \$200 ASIST Trainer - \$1050 per training x 2 trainers x trainings = \$2100</p>	<p>\$2,750</p>
<p><u>Supplies/Materials –</u> safeTALK Supplies - 25 attendees x 2 trainings x \$12 materials = \$600 ASIST Supplies - 25 x \$45.50 materials = \$1137.50 250 Gun locks x \$5 = \$1,250 Safe Storage/Mental Health Materials = \$400</p>	<p>\$3,387.50</p>

EXHIBIT B

<u>Operating Expenses</u> Training advertising on social media (\$100 x 4 trainings) and the newspaper (\$300x 4 trainings) = \$1,600 Trainer lodging x \$150 x 2 nights = \$400 childcare stipend for QPR training = \$50 QPR trainer certification = \$85 Food Costs 5 training days x 25 attendees x \$12/person = \$1,500	\$3,635
<u>Insurance (MAX \$1,000) – please be detailed</u>	\$
<u>Indirect Rate</u> – 10% Indirect Rate	\$1,087.25
<u>Other</u> – Gunnison Watershed School District – Sources of Strength = \$800	\$ 800
<u>Total:</u>	\$11,959.75

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amended Opioid Settlement Intergovern

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

City of Gunnison IGA

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/16/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 3/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 3/21/2023

**AMENDED OPIOID SETTLEMENT
INTERGOVERNMENTAL AGREEMENT**

THIS AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the City of Gunnison (“City”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the City has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the City intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

2. **OBLIGATIONS OF THE PARTIES**.

2.1. The City shall:

2.1.1. By July 31, 2022, and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Authorize the Office of the Colorado Attorney General, or other relevant State agency, to directly remit to the County all payments from percentage allocations originally awarded to the City, pursuant to the COST and the Colorado MOU upon receipt of such funds, as follows:

	<u>Original Allocation</u>	<u>New Allocation per IGA</u>
<u>Gunnison County</u>	<u>0.1701%</u>	<u>0.1815%</u>
<u>Gunnison</u>	<u>0.0114%</u>	<u>0%</u>
<u>Total</u>	<u>0.1815%</u>	<u>0.1815%</u>

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the City, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).

2.2.2. At the City’s request, share with the City any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the City regarding such drafts.

6. **RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the City, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.

9. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a

filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

10. **CONFIDENTIALITY**. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.
11. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **TERMINATION**. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
13. **NOTICES**. “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission 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

facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

City: City Manager
City of Gunnison
201 W. Virginia Ave
Gunnison, CO 81230

14. GENERAL TERMS AND CONDITIONS

14.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect. This Agreement supersedes the previous Opioid Settlement Intergovernmental Agreement entered into between the City and the County, and said previous Opioid Settlement Intergovernmental Agreement shall have no force or effect upon the effective date of this Agreement.
- 14.4. 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.
- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

- 14.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 14.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 14.11. No Third-Party Beneficiaries.** 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 14.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.
- 14.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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.

14.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

CITY OF GUNNISON
BY AND THROUGH ITS CITY COUNCIL



By: Diego Plata, Mayor
Date: 3-2-23

ATTEST:



By: Erica Boucher, City Clerk

OPIOID SETTLEMENT
INTERGOVERNMENTAL AGREEMENT

THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the City of Gunnison, Colorado (“City”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the City has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the City intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

2. **OBLIGATIONS OF THE PARTIES**.

2.1. **The City shall:**

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the City, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).

2.2.2. At the City’s request, share with the City any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the City regarding such drafts.

6. **RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the City, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.

9. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

10. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is,

proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

11. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
13. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission 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 facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

City: City Manager
City of Gunnison
201 W. Virginia Ave
Gunnison, CO 81230

14. GENERAL TERMS AND CONDITIONS

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 14.4. 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.
- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections,

subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 14.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 14.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 14.11. No Third-Party Beneficiaries.** 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

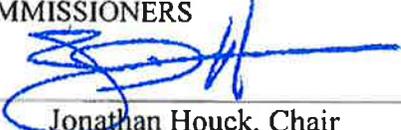
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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COMMISSIONERS


By: Jonathan Houck, Chair
Date: 7-19-2022

CITY OF GUNNISON, COLORADO
BY AND THROUGH ITS CITY COUNCIL


By: Diego Plata, Mayor
Date: 7/13/22

ATTEST:


By: Melanie Bollig, Deputy Clerk



ATTEST:


By: Erica Boucher, City Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Other Consent to apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant for school GSA support, community trainings, and community events through CDPHE.

Fiscal Impact: \$9725

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/16/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023

Retail Marijuana Education Program - Funding Opportunity

About the Program

The state funds the Colorado Department of Public Health and Environment (CDPHE) to provide education, public awareness, and prevention messages for retail marijuana in order to ensure all Colorado residents and visitors understand the parameters of safe, legal, and responsible use.

Overall, marijuana use has remained stable among Colorado adolescents. However, data continues to show that 30 day marijuana use is higher in high school students who identify as gay, lesbian, bisexual, or transgender compared to their cisgender heterosexual peers. It is important to note that this disparity in use is not due to individual youth identity but instead highlights the inequities existing for LGBTQ+ youth such as less access to protective factors and affirming environments. Given this, these funds will work to educate community and identify and enhance policies and practices within school systems to directly address these structural inequities.

About this Funding

The Retail Marijuana Education Program is excited to announce a funding opportunity for up to \$10,000 for activities completed by June 30, 2023. The purpose of this funding is to support schools/districts/community organizations/etc. in:

- educating their community on the value of LGBTQ+ affirming policies and institutionalized practices in reducing LGBTQ+ youth marijuana use and;
- taking foundational steps in adopting or enhancing school LGBTQ+ policies.

There are many ways in which this funding could be used to support the above purpose. Some examples include: staff time for model policy research/drafting; youth and community focus groups to determine gaps and needs related to LGBTQ+ policy/institutionalized practices in schools; community conversations around the value of LGBTQ+ policies and marijuana use; student led LGBTQ+ policy enhancement projects; Gender and Sexuality Alliance (GSAs) policies & development; support work of existing safe school coalitions. This list is not comprehensive and we encourage applicants to be innovative and incorporate ideas based on unique community/school needs.

Funding will be first come, first served. Funds will be awarded on a rolling basis.

Who can Apply

This opportunity is open to:

- governmental entities, such as county, city, schools, and school districts, local health or human services departments, other public entities;
- non-profit entities;
- private for-profit entities;

- community-based organizations, faith-based organizations, grassroots organizations such as youth groups, parent groups, coalitions, or others that may require use of a fiscal sponsor;
- and federally recognized Native American tribes in Colorado.

Please note: If you are not a school or district applicant, you will need to demonstrate meaningful partnership with a school or district in this work.

Important Note

This grant is cost reimbursable only, meaning organizations must be financially able to fund expenses upfront and then request reimbursement.

Questions?

For any questions please reach out to Danielle Tuft, danielle.tuft@state.co.us

- **What would you like to accomplish with these funds? Please include specific activities and estimated timelines.**
 - Gunnison County Department of Juvenile Services houses Gunnison County Substance Abuse Prevention Project (GCSAPP), a community coalition that supports mental health promotion and substance use prevention for youth and their families. GCSAPP works across the social-ecological model to reduce risk factors and increase protective factors for youth. This includes supporting youth with culturally diverse backgrounds, being inclusive of different gender identities and sexual orientation, language justice and more. According to the 2021 Health Kids Colorado Survey (HKCS), 11.7% of high school and 11% of middle school youth identify as Gay/lesbian/bisexual and 2.8% high school and 3% of middle school youth identify as transgender in the Gunnison Watershed RE1-J School District. Youth who identify as LGBTQ have disproportionately poorer mental health outcomes. 6.5% of all high school students in our district attempted suicide more than one time in the past 12 months versus 9% of youth who identify as LGBTQ. In addition, youth in Gunnison County use substances (tobacco, alcohol, & marijuana) higher than the region and state (HKCS, 2021). These numbers are concerning and indicate a need for increased efforts with youth, families, the school and community to better provide support and safe environments for our LGBTQ+ youth. We will utilize these funds to continue to work across the social-ecological model beginning at the relational level by increasing peer and family connection through GSAs and parent education, organizational level through education with school staff and administration on policy and gender affirming practices, and at the community level through building community understanding and readiness for school-based gender

affirming policies through community events. These efforts will increase protective factors for LGBTQ+ youth by connecting them to peers, trusted adults, and their community which will support in reducing substance use and increasing mental health outcomes. We utilize a Positive Youth Development (PYD) framework when working with young people including work with the four GSAs in our district. Efforts will be led by youth in the GSAs with the support of our Social Emotional Learning Coordinators (SEL) and school staff.

- Supporting the facilitation of GSAs in each of the secondary school sites. Weekly meetings through the end of the school year on June 2, 2023.
- GSA-led event to identify youth and adult allies in the community to build readiness and buy-in for school policy change by June 30, 2023. This will include, but not limited to, holding a community pride event in June (Gunnison Valley Pride Picnic).
- Education events with school staff and community members that are youth led on how to support LGBTQ+ youth, create inclusive environments, and affirming policies. One school event by May 31, 2023 and two community events by June 30, 2023.
- Distribution of school-based LGBTQ+ affirming resources within the Gunnison Watershed RE1-J School District by May 31, 2023. This includes, but not limited to, comprehensive and inclusive sexuality and gender education resources and contraceptive kits for each school site.
- Purchase and distribution of young adult books with LGBTQ+ representation to each school library and community libraries by June 30, 2023.

● **How will these activities enhance current or future LGBTQ+ affirming policies/institutional practices in your community schools/districts?**

- The aim of these education events, pride activities and resources is to build community readiness and support which will increase community buy-in to enable schools within the school district to further implement policies that support LGBTQ+ students. Gunnison Valley is a rural and historically conservative community, however through education and visibility, there has been a recent shift in community culture towards acceptance, diversity and inclusion.
- Education events and presentations will assist teachers in being able to reflect on existing curriculum and find places to increase LGBTQ+ representation in their lesson planning. This improves student's feelings of acceptance and the visibility of LGBTQ+ people throughout history.

Teachers will also be equipped with the necessary tools for dealing with homophobia at school, in the classroom and in the wider community. Building empathy in teachers and students will decrease incidents of bullying and increase the number of trusted adults LGBTQ+ youth have access to.

- SEL coordinators will work closely with GWSD health teachers in re-writing a comprehensive and inclusive sex education curriculum that is age-appropriate for all middle and high schools in the district to implement. The current sex education program within GWSD has made some improvements to be more comprehensive, however still lacks inclusivity around sexual orientation, gender identity and expression (SOGIE) as well as comprehensive contraceptive techniques. By improving these elements and equipping all students with comprehensive sex education, studies show an increase in student buy-in and vast improvements in the health status of LGBTQ+ youth.
- Partnering with local bookstores to purchase books with LGBTQ+ representation will allow us to donate these books to school libraries within the school district and diversify the literature students have access to. This will empower youth to feel confident in their identities through the power of visibility and representation. These resources will also be invaluable in promoting positive ally-ship amongst peers.
- Pride focused activities will enhance and promote GSA attendance within schools. Grant funding will be used to maintain all GSA's in the valley.
- Access to these resources has proven to be effective in improving students' feelings of being supported and accepted at school, while also allowing them to connect and network with like-minded students and adult mentors. Which we hope will indicate a decrease in students' feelings of isolation and lack of connectedness.
- Activities, events and resources will be designed and led by students in the GSA's across GWSD. GCSAPP, Juvenile Services and SEL coordinators will work alongside schools and local organizations/businesses to facilitate and assist with applications to town council etc. In making these pride events/resources student designed, it gives ownership and a voice to LGBTQ+ youth and empowers them to be creative and advocate for positive change within their school and community, for themselves and future generations of Gunnison Valley youth.

- **If you are not a school/district, how will you partner with your schools/districts in a meaningful way that ensures school buy-in for future policy change?**

- Gunnison County Juvenile Services holds an MOU with the Gunnison Watershed School District (GWSD). Gunnison County SEL coordinators partner with GWSD schools to facilitate GSA groups across the valley. GSA students will design all resources and assist with planning events held throughout the school year and Pride Month. GSA student volunteers will also co-present seminars on LGBTQ+ issues at the school and community levels.
- Gunnison County SEL coordinators and GCSAPP staff will work with teachers and school admin across the Gunnison Watershed School District (GWSD) in delivering mandatory educational seminars around LGBTQ+ identities, issues faced by youth and pronoun use. The intent is to build strong adult allies, and for school staff to be empowered and feel more confident in their ability to support LGBTQ+ youth within their school and in confronting homophobia in the classroom.
- Partnership with Western Colorado University in delivering LGBTQ+ inclusion practices seminars to faculty, incoming R.A's and future teachers. In doing so, this ensures that future GWSD teachers enter the classroom already empowered and equipped with the necessary skills to support their future LGBTQ+ students. Current WCU faculty members will also be equipped with the knowledge, skills and empathy to support college level students.
- Partnership with the Gunnison Watershed School District SEL Team to disseminate LGBTQ+ school resources and staff training (see letters of support). This ensures resources are allocated age-appropriately at each grade level throughout the entire district.

Budget

- GSA Support (school pride weeks, meeting supplies, etc.)
 - 4 secondary school sites x \$500 = \$2,000
 - Youth Designed T-Shirts \$250 x 4 secondary school sites = \$1,000
- School-Based LGBTQ+ and Gender Affirming Resources x \$250 x 4 secondary school sites = \$1,000
- Youth Developed Resources for School/Community Trainings and Community Events
 - Youth designed LGBTQ+ Safe Space stickers, magnets, posters, window clings, and bracelets for school staff, community businesses, and community events = \$1750
 - Banner and table for GSAs to utilize at school and community trainings and community events = \$500
- School/Community Trainings and Community Events
 - Food cost - 25 attendees x \$15 a person = \$375
 - Advertising - 4 ads x \$400 = \$1,600

- Speaker Fees = \$1,000
- LGBTQ+ books for school and community libraries = \$500
- TOTAL = \$9,725

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Letter of Support, Colorado Opportuni

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached for your review - Letter of Support for CO Opportunity Scholarship International. This program allows eligible students from Gunnison County to receive scholarshins made up in state grant funds that are then matched by Western Fundraised funds. These scholarshin range

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

March 21, 2023

Dr. Cynthia Armendariz
Senior Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

Re: COSI County Allocation - Letter of Support

Dear Dr. Armendariz,

Please accept this letter of support on behalf of Gunnison County for the application being submitted by the Western Colorado University to the Colorado Opportunity Scholarship Initiative – County Matching Scholarships.

We have again partnered with Western Colorado University to raise matching dollars and serve as the fiscal agent for the distribution of funding through the Matching Student Scholarships grant for Gunnison County.

This is the only application that will be made for this funding on our behalf. We look forward to working with Western Colorado University's Foundation to increase access and affordability to higher education for the residents of Gunnison County.

Sincerely,

Gunnison County Board of Commissioners

Jonathan Houck,
Commissioner

Liz Smith,
Commissioner

Laura Puckett Daniels,
Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/21/2023

TREASURER'S MONTHLY REPORT FOR FEBRUARY 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	14,026,463.19	3,983,236.25	(1,528,705.17)	16,480,994.27
Due from Tre-Road & Bridge	3,125,697.93	33,207.35	(299,922.35)	2,858,982.93
Due from Tre-Human Services	442,593.98	125,745.29	(57,283.21)	511,056.06
Due from Tre-Public Health Agency	221,307.42	20,938.13	(12,076.11)	230,169.44
Due from Tre-Conservation Trust	176,930.52	173.11	-	177,103.63
Due from Tre-Bond Fund	442,950.48	433.37	-	443,383.85
Due from Tre-Airport	883,116.74	92,343.42	(201,078.98)	774,381.18
Due from Tre-Sales Tax	3,376,893.89	362,138.80	(9.77)	3,739,022.92
Due from Tre-Land Preservation	1,180,234.38	60,225.21	-	1,240,459.59
Due from Tre-Mosquito	35,063.42	27,140.65	(838.93)	61,365.14
Due from Tre-Sage Grouse	252,006.32	897.54	-	252,903.86
Due from Tre-Risk Management	67,504.34	26,313.24	(1,079.70)	92,737.88
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	427,643.84	418.33	(67.99)	427,994.18
Due from Tre-Sewer	1,208,236.28	144,801.75	(22,056.13)	1,330,981.90
Due from Tre-Water	1,005,547.17	1,037.24	(23,887.02)	982,697.39
Due from Tre-Solid Waste	737,741.12	91,881.57	(130,453.93)	699,168.76
Due from Tre-Housing Authority	5,418,012.90	13,396.76	(1,004,722.25)	4,426,687.41
Due from Tre-Gunn Sr Housing	38,668.43	8,296.46	(2,500.07)	44,464.82
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	2,013,451.82	1,775.57	(198,645.39)	1,816,582.00
Due from Tre-Internal Service II	787,615.87	758.67	(42,873.82)	745,500.72
Due from Tre-Insurance Trust	2,235,957.05	118,361.73	-	2,354,318.78
Due from Tre-Local Marketing District	1,910,073.80	33,335.14	-	1,943,408.94
Due from Tre-Rural Trans Auth	6,037,700.53	361,250.99	(11.59)	6,398,939.93
Due from Tre-Public Trustee Agency	5,053.61	14,720.86	-	19,774.47
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	625.00	(625.00)	-
Due from Tre-Treas Fees	-	288,419.44	(288,419.44)	-
Due from Tre-Health Claims	87,641.17	66,789.91	(78,952.63)	75,478.45
Due from Tre-Landfill Closure	1,148,320.34	3,737.52	-	1,152,057.86
Due from Tre-Landfill Cons Resv	1,243,654.21	10,941.28	-	1,254,595.49
Due from Tre-Payroll Clearing	11,252.26	873,439.80	(879,011.67)	5,680.39
Due from Tre-Sewer Reserve	96,136.00	-	(344.22)	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,472.07	13.18	-	13,485.25
Due From Tre-Housing Authority Restricted Deposits	22,078.00	9,691.00	-	31,769.00
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,368,323.97	3,624,844.64	(3,662,867.28)	1,330,301.33
Due from Tre-Finance Revenue Clearing	-	2,660,726.39	(2,660,726.39)	-
Due from Tre-Water Resource	50,311.38	49.22	-	50,360.60
Due from Tre-Workforce Impact Fees	378,863.65	370.67	-	379,234.32
Due from Tre-Living Community	87,025.10	291,249.51	(92,503.13)	285,771.48
COUNTY FUNDS TOTAL	50,922,951.37	13,353,724.99	(11,189,662.17)	53,087,014.19
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	29,117.84	104,615.52	(31,412.78)	102,320.58
Due from Tre-Crested Butte Street/Alley	79,123.32	330,586.54	(90,159.93)	319,549.93
Due from Tre-Gunnison City General	31,530.15	127,241.90	(34,141.71)	124,630.34
Due from Tre-Marble General	1,963.48	7,527.09	(2,111.11)	7,379.46
Due from Tre-Mt Crested Butte General	120,469.66	407,486.04	(171,011.99)	356,943.71
Due from Tre-Pitkin General	4,956.94	7,729.94	(5,108.76)	7,578.12
CITIES AND TOWNS TOTAL	267,161.39	985,187.03	(333,946.28)	918,402.14
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	1,321,506.61	4,088,826.21	(1,410,814.58)	3,999,518.24
Due from Tre-Gunn RE1J Bond	872,568.20	2,773,037.12	(926,667.86)	2,718,937.46
Due from Tre-Delta 50J General	25,030.70	348,024.89	(27,102.59)	345,953.00
Due from Tre-Delta 50J Bond	3,736.78	61,147.67	(3,964.26)	60,920.19
Due from Tre-Montrose RE1J General	12,187.21	53,592.54	(12,319.44)	53,460.31
Due from Tre-Montrose RE1J Bond	1,472.13	6,672.15	(1,472.13)	6,672.15
Due from Tre-Reij 2014 Mill Override	232,535.97	742,681.28	(249,238.40)	725,978.85

SCHOOLS TOTAL	2,469,037.60	8,073,981.86	(2,631,579.26)	7,911,440.20
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	8,061.35	2,203.12	(8,123.80)	2,140.67
Due From Tre-Gunn Rising #3	-	1.38	-	1.38
Due From Tre-Gunn Rising #4	-	1.94	-	1.94
Due from Tre-CO River Water CD	36,791.59	123,658.85	(42,682.53)	117,767.91
Due from Tre-Reserve MD2	22,965.50	49,284.22	(24,418.99)	47,830.73
Due from Tre-Mt Crested Butte DDA	114,733.29	365,240.35	(125,690.47)	354,283.17
Due from Tre-Bostwick Park Water CD	412.96	1,086.14	(445.10)	1,054.00
Due from Tre-Crawford Water CD	-	18.36	(0.55)	17.81
Due from Tre-Crested Butte South MD	38,648.97	141,548.74	(42,835.09)	137,362.62
Due from Tre-Mt CB Water/San	111,277.38	382,729.93	(158,917.10)	335,090.21
Due from Tre-East River Regional SD	11,185.29	35,740.27	(12,301.72)	34,623.84
Due from Tre-Cemetery	17,663.18	59,764.84	(19,561.40)	57,866.62
Due from Tre-Gunn Co Metro Rec Dist	70,161.52	227,299.76	(81,291.61)	216,169.67
Due from Tre-N Fork Water CD	276.19	6,991.12	(510.72)	6,756.59
Due from Tre-Skyland MD	75,600.58	196,264.19	(82,025.82)	189,838.95
Due from Tre-Upper Gunn Water CD	134,039.66	433,263.97	(155,451.60)	411,852.03
Due from Tre-Crested Butte Fire PD	320,649.30	1,040,169.38	(383,611.04)	977,207.64
Due from Tre-Gunn Co Fire PD	86,948.61	249,462.80	(95,021.97)	241,389.44
Due from Tre-Carbondale & Rural Fire PD	18,380.59	58,019.58	(20,088.35)	56,311.82
Due from Tre-Ragged Mt Fire PD	3,025.34	40,722.97	(4,397.13)	39,351.18
Due from Tre-Arrowhead Fire PD	6,087.83	15,913.62	(6,558.25)	15,443.20
Due From Tre-Library General Fund	141,926.79	477,315.41	(164,650.59)	454,591.61
Due From Tre-Reserve MD#2 BOND 2016A	63,886.39	136,874.01	(67,913.08)	132,847.32
Due From Tre-North Fork Ambulance Health Service D	8,601.91	88,223.12	(11,500.33)	85,324.70
Due From Tre-Reserve MD #2 BOND 2016B	8,993.56	19,304.21	(9,562.88)	18,734.89
Due From Tre-Reserve MD #2 BOND 2016C	7,637.64	16,379.18	(8,120.72)	15,896.10
Due From Tre-Crested Butte Fire PD Bond	160,627.58	519,198.34	(192,107.55)	487,718.37
Due From Tre-Gunn Co Metro Rec North	81,112.93	272,026.45	(97,324.15)	255,815.23
IMPROVEMENT DISTRICTS TOTAL	1,549,695.93	4,958,706.25	(1,815,112.54)	4,693,289.64
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	451,080.81	463,635.70	(474,262.54)	440,453.97
Due from Tre-Clerk Sales Tax	(0.30)	40,142.91	(40,142.61)	-
Due from Tre-SOT	-	276,888.39	(276,888.39)	-
Due from Tre-State Auto	-	177,840.81	(177,840.81)	-
Due from Tre-Clerk ST Domestic Abuse	-	40.00	(40.00)	-
Due from Tre-Clerk State Registrar	24.00	6.00	(30.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	626.00	(626.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	65,684.98	(65,684.98)	-
Due from Tre-Treas Deed	3,423.86	-	(888.48)	2,535.38
Due from Tre-Unused Remittances	163.01	-	(8.00)	155.01
Due from Tre-Elected Official Fees Clrg	10,636.08	30,134.17	(29,176.97)	11,593.28
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	536,773.08	1,054,998.96	(1,065,588.78)	526,183.26
GRAND TOTALS	55,745,619.37	28,426,599.09	(17,035,889.03)	67,136,329.43

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of February 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
28-Feb-23						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	1,314,314.11			Cash	N/A
Bank of the West	1101	8,215,443.78	0.00%		Chkg	N/A
Bank of the West CC	1103	1,434,022.63	0.00%		Chkg	N/A
Bank of the West MM	1104	2,003,023.49	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	897,183.72	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	5,250,960.80	0.00%		Chkg	Mo
Colotrust Plus	1118	6,476,923.67	4.74%		Pool	Mo
C-Safe	1121	6,394,328.88	4.81%		Pool	Mo
Community Banks of Colorado MM	1320	1,286,397.00	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	24,449.72	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		33,494,927.87		49.89%		
INVESTMENTS						
American Express AD582	1214	236,140.15	3.40%		CD	M/Mat 4/29/27 5 YRS
AXOS Bank DAH1	1275	243,474.11	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	238,275.73	0.30%		CD	SA/ Mat 8/1/23
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bankwell BCL3	1261	239,148.66	0.40%		CD	SA/Mat 7/28/23 3 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	242,863.11	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 YRS
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Cathay Bank 9MQ5	1328	243,601.78	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Citibank QK40	1330	243,984.96	3.10%		CD	SA/MAT 5/4/23
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24
FFCB ENW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L4J3	1251	241,770.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	438,454.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUN594	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMT25	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB B558	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LMA3	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM614	1201	498,730.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U477	1197	499,485.00	3.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	1194	500,000.00	5.00%		AG	SA/MAT 2/19/25 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB LW67	1238	448,735.00	1.10%		AG	SA/Mat 4/22/26 5 YRS CALLABLE
FHLMC 2D51	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GX2T4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Firststier Bank LAH1	1304	240,734.06	1.90%		cd	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	243,653.23	2.65%		CD	SA/Mat 5/11/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/25
Gunnison Bank and Trust	1283	240,125.23	2.00%		CD	Qtrly/Mat 1/27/25
J.P. Morgan UMC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,751.34	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,442.75	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJ0	1258	238,486.35	0.30%		CD	SA/Mat 8/4/23 4 yrs
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487					matured
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	244,057.73	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	241,882.86	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	240,430.94	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
State Bank of India NY 5KL4	1333	244,224.28	2.90%		CD	SA/Mat 3/29/23 5 yrs
Synchrony Bank EXB81	1208	237,908.94	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Capital Bank PLY3	1255					matured
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBG3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 82781	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		33,637,062.73		50.11%		
Cash per Treasurer's Ledger		67,131,990.60		100.00%		
Plus Pending Disbursements		4,338.83				
Total Due to All Funds		67,136,329.43				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 2023 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

February 2023 Cash Transfer Report

Fiscal Impact: \$5,503,449.70

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 3/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/21/2023



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
February-23**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(862,392.94)
130	95 11122	General - Payroll Account	873,439.80	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,660,726.39)
002	02 11900	Road & Bridge	0.00	(299,837.37)
003	03 11900	Human Services	0.00	(54,992.65)
004	04 11900	Public Health Agency	0.00	(11,868.98)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(200,108.16)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	357,506.80	0.00
013	13 11900	Land Preservation	59,012.75	0.00
030	30 11900	Mosquito Control	1,096.67	0.00
032	32 11900	Sage Grouse Trust	650.35	0.00
034	34 11900	Risk Management	0.00	(817.47)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(67.99)
050	50 11900	Gunnison County Sewer	0.00	(12,214.05)
135	50 11101	Sewer - Restricted	0.00	(344.22)
051	51 11900	Gunnison County Water	0.00	(23,887.02)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(129,541.93)
125	52 11101	Solid Waste - Landfill Closure	2,611.47	0.00
126	52 11102	Solid Waste - Landfill Const	9,715.01	0.00
070	70 11900	Housing Authority	0.00	(1,004,631.55)
141	70 11101	Housing Authority Restricted Depo	9,691.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(2,500.07)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(198,645.39)
082	82 11900	ISF-II	0.00	(40,873.52)
090	90 11900	Health Insurance Trust	98,545.37	0.00
115	90 11101	Health Insurance Claims	66,789.91	0.00
091	91 11900	Local Marketing District	31,435.60	0.00
092	92 11900	Transportation Authority	353,837.28	0.00
093	93 11900	Public Trustee Agency	14,720.86	0.00
145	95 11121	Accounts Payable Clearing	3,624,396.83	0.00
TOTALS			\$ 5,503,449.70	\$ (5,503,449.70)

TRANSFER FOR JOURNAL ENTRIES:
#NAME?

PREPARED BY: _____
 AUTHORIZED BY: _____
 RECEIVED BY TREASURER: _____

DATE: 3/13/23
 DATE: 3/13/23
 DATE: 3-13-23

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-23**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
-	302230,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2023	(20,035.59)						(223.74)	
-	302231,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2023	32,420.33					(14,583.33)		(5,166.67)
-	302232,	STND3: MAPPING SYSTEM CHARGES	2/28/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)
-	302233,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2023	(3,964.15)					(324.17)	(637.50)	(712.50)
-	302234,	STND5: COMPUTER SYSTEM CHARGES	2/28/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)
-	212352,	RECORD TRILLIUM CREDIT	12/31/2022	39,844.60							
-	212355,	TRILLIUM CREDIT	12/31/2022	3,887.57							
-	212356,	CFMS SETTLEMENT DEC 22	12/31/2022	19,247.04						(19,247.04)	
-	212365,	PCARD DISTRIBUTION DEC	12/31/2022	30,012.62					(2,429.31)	(6,471.67)	(7,152.99)
-	301403,	PCARD DISTRIBUTION DEC	1/5/2023	1,571.84							(106.06)
-	301350,	JAN MOTORPOOL	1/31/2023	(1,479.72)						(281.16)	(165.00)
-	301353,	GVRHA EXEPENSES JAN 22	1/31/2023								
-	301398,	WEED JAN	1/31/2023	(765.00)							
-	301401,	RECLASS TRESTLE VOUCHER	1/31/2023								
-	301419,	MATERIAL USAGE JAN	1/31/2023						(19.44)		
-	301420,	EQUIPMENT USAGE JAN	1/31/2023	(1,001.00)					(231,466.85)		
-	302236,	COLOR COPIES FEB	2/28/2023	(954.40)					(1.16)	(1.12)	(13.28)
-	302185,	WEEED RENT TO AIRPORT FEB	2/28/2023	(765.00)							
-	302223,	RECLASS TO CORRECT GRANT	2/28/2023	(1,939.92)							1,939.92
-	302235,	COPIES BLACK FEB	2/28/2023	(1,325.93)							(1.20)
-	302237,	POSTAGE USE FEB	2/28/2023	(1,177.20)					(1.44)	(7.20)	(19.26)
-	302254,	PH PHOTOCOPY FEB	2/28/2023	(4.00)							(172.44)
-	302255,	REC MED/DEN/FLEC/Rx CHECKS FEB	2/28/2023	(3,848.46)							
-	302258,	REVENUE CLEARING ACTIVITY FEB	2/28/2023	160,782.41				(2,660,726.39)	210,734.23	144,014.92	151,832.40
-	302261,	MOTORPOOL RENTS FEB	2/28/2023	(614.46)						(461.01)	(443.19)
-	302262,	DHS RENT FEB	2/28/2023	9,433.00						(9,433.00)	
-	302263,	RECORD LAND USE APP FEE	2/28/2023	1,085.00							
-	302268,	RECORD PW COMP EARNED FEB	2/28/2023						1,529.05		
-	302269,	LANDFILL ALLOCATION FEB	2/28/2023								
-	302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023	(20,000.00)							
-	AP,	AP CLEARING FEBRUARY	2/28/2023	(687,802.32)					(85,994.51)	(14,434.79)	(26,131.93)
-	GBI,	LANDFILL INTERFUND CHARGES	N/A								
-	302222,	NET PAYROLL TRANSFER FEB	2/28/2023	(873,439.80)							
-	PRJ,	Payroll Journals	2/28/2023	492,291.39					(172,733.78)	(146,516.43)	(122,185.11)
-											
-		TOTALS		(862,392.94)	-	-	-	(2,660,726.39)	(299,837.37)	(54,992.65)	(11,868.98)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-23**

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32	34
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900
302230,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2023					(502.25)						
302231,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2023					(4,635.00)				1,682.95		
302232,	STND3: MAPPING SYSTEM CHARGES	2/28/2023					(22.08)						
302233,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2023					(308.33)						
302234,	STND5: COMPUTER SYSTEM CHARGES	2/28/2023					(1,541.67)						
212352,	RECORD TRILLIUM CREDIT	12/31/2022											
212355,	TRILLIUM CREDIT	12/31/2022											
212356,	CFMS SETTLEMENT DEC 22	12/31/2022											
212365,	PCARD DISTRIBUTION DEC	12/31/2022					(6,107.47)						
301403,	PCARD DISTRIBUTION DEC	1/5/2023					(41.38)						
301350,	JAN MOTORPOOL	1/31/2023											
301353,	GVRHA EXEPENSES JAN 22	1/31/2023											
301398,	WEED JAN	1/31/2023					765.00						
301401,	RECLASS TRESTLE VOUCHER	1/31/2023											4,561.00
301419,	MATERIAL USAGE JAN	1/31/2023											
301420,	EQUIPMENT USAGE JAN	1/31/2023											
302236,	COLOR COPIES FEB	2/28/2023					(16.96)						
302185,	WEEED RENT TO AIRPORT FEB	2/28/2023					765.00						
302223,	RECLASS TO CORRECT GRANT	2/28/2023											
302235,	COPIES BLACK FEB	2/28/2023											
302237,	POSTAGE USE FEB	2/28/2023					(72.18)						
302254,	PH PHOTOCOPY FEB	2/28/2023											
302255,	REC MED/DEN/FLEC/Rx CHECKS FEB	2/28/2023											
302258,	REVENUE CLEARING ACTIVITY FEB	2/28/2023					83,168.95		552,732.14	62,210.61			
302261,	MOTORPOOL RENTS FEB	2/28/2023											
302262,	DHS RENT FEB	2/28/2023											
302263,	RECORD LAND USE APP FEE	2/28/2023											
302268,	RECORD PW COMP EARNED FEB	2/28/2023											
302269,	LANDFILL ALLOCATION FEB	2/28/2023										3,507.85	
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023											
AP,	AP CLEARING FEBRUARY	2/28/2023					(193,382.85)		(195,225.34)	(3,197.86)	(586.28)	(2,857.50)	(5,378.47)
GBI,	LANDFILL INTERFUND CHARGES	N/A											
302222,	NET PAYROLL TRANSFER FEB	2/28/2023											
PRJ,	Payroll Journals	2/28/2023					(78,176.94)						
TOTALS			-	-	-	-	(200,108.16)	-	357,506.80	59,012.75	1,096.67	650.35	(817.47)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-23**

JE's	Description	Finance Business Date	43	50	50	51	51	52	52	52	70	70	71
			Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900
302230,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2023		(397.12)		(576.68)		(12,618.14)					
302231,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2023		(420.00)							(866.70)		
302232,	STND3: MAPPING SYSTEM CHARGES	2/28/2023				(661.66)							
302233,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2023						(37.50)					
302234,	STND5: COMPUTER SYSTEM CHARGES	2/28/2023				(166.67)		(312.50)					
212352,	RECORD TRILLIUM CREDIT	12/31/2022											
212355,	TRILLIUM CREDIT	12/31/2022											
212356,	CFMS SETTLEMENT DEC 22	12/31/2022											
212365,	PCARD DISTRIBUTION DEC	12/31/2022				(419.72)		(225.00)					
301403,	PCARD DISTRIBUTION DEC	1/5/2023											
301350,	JAN MOTORPOOL	1/31/2023											
301353,	GVRHA EXEPENSES JAN 22	1/31/2023									(1,579.11)		1,579.11
301398,	WEED JAN	1/31/2023											
301401,	RECLASS TRESTLE VOUCHER	1/31/2023									(4,561.00)		
301419,	MATERIAL USAGE JAN	1/31/2023											
301420,	EQUIPMENT USAGE JAN	1/31/2023		(19.00)	(344.22)			(3,549.44)					
302236,	COLOR COPIES FEB	2/28/2023											
302185,	WEEED RENT TO AIRPORT FEB	2/28/2023											
302223,	RECLASS TO CORRECT GRANT	2/28/2023											
302235,	COPIES BLACK FEB	2/28/2023											
302237,	POSTAGE USE FEB	2/28/2023											
302254,	PH PHOTOCOPY FEB	2/28/2023											
302255,	REC MED/DEN/FLEC/Rx CHECKS FEB	2/28/2023											
302258,	REVENUE CLEARING ACTIVITY FEB	2/28/2023						13.86				9,691.00	
302261,	MOTORPOOL RENTS FEB	2/28/2023											
302262,	DHS RENT FEB	2/28/2023											
302263,	RECORD LAND USE APP FEE	2/28/2023									(1,085.00)		
302268,	RECORD PW COMP EARNED FEB	2/28/2023				(231.96)		(959.27)					
302269,	LANDFILL ALLOCATION FEB	2/28/2023						(15,834.33)	2,611.47	9,715.01			
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023											
AP,	AP CLEARING FEBRUARY	2/28/2023	(67.99)	(9,171.94)		(8,547.27)		(41,368.44)			(996,539.74)		(4,079.18)
GBI,	LANDFILL INTERFUND CHARGES	N/A											
302222,	NET PAYROLL TRANSFER FEB	2/28/2023											
PRJ,	Payroll Journals	2/28/2023		(2,205.99)		(13,283.06)		(54,651.17)					
TOTALS			(67.99)	(12,214.05)	(344.22)	(23,887.02)	-	(129,541.93)	2,611.47	9,715.01	#####	9,691.00	(2,500.07)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-23**

JE's	Description	Finance Business Date	71	72	80	82	90	90	91	92	93	95
			Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121
302230,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2023			34,468.10	(114.58)						
302231,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2023				(5,305.00)			(2,083.33)	(1,043.25)		
302232,	STND3: MAPPING SYSTEM CHARGES	2/28/2023				13,937.75						
302233,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2023			(37.50)	6,059.15					(37.50)	
302234,	STND5: COMPUTER SYSTEM CHARGES	2/28/2023			(166.67)	32,192.36					(195.83)	
212352,	RECORD TRILLIUM CREDIT	12/31/2022								(39,844.60)		
212355,	TRILLIUM CREDIT	12/31/2022			(3,887.57)							
212356,	CFMS SETTLEMENT DEC 22	12/31/2022										
212365,	PCARD DISTRIBUTION DEC	12/31/2022			(3,381.07)	(3,782.89)					(42.50)	
301403,	PCARD DISTRIBUTION DEC	1/5/2023				(1,424.40)						
301350,	JAN MOTORPOOL	1/31/2023			1,963.50	(37.62)						
301353,	GVRHA EXEPENSES JAN 22	1/31/2023										
301398,	WEED JAN	1/31/2023										
301401,	RECLASS TRESTLE VOUCHER	1/31/2023										
301419,	MATERIAL USAGE JAN	1/31/2023			19.44							
301420,	EQUIPMENT USAGE JAN	1/31/2023			236,380.51							
302236,	COLOR COPIES FEB	2/28/2023				986.92						
302185,	WEED RENT TO AIRPORT FEB	2/28/2023										
302223,	RECLASS TO CORRECT GRANT	2/28/2023										
302235,	COPIES BLACK FEB	2/28/2023				1,327.13						
302237,	POSTAGE USE FEB	2/28/2023				1,277.28						
302254,	PH PHOTOCOPY FEB	2/28/2023				176.44						
302255,	REC MED/DEN/FLEC/Rx CHECKS FEB	2/28/2023					(62,941.45)	66,789.91				
302258,	REVENUE CLEARING ACTIVITY FEB	2/28/2023							329,716.45	955,829.42		
302261,	MOTORPOOL RENTS FEB	2/28/2023			1,518.66							
302262,	DHS RENT FEB	2/28/2023										
302263,	RECORD LAND USE APP FEE	2/28/2023										
302268,	RECORD PW COMP EARNED FEB	2/28/2023			(337.82)							
302269,	LANDFILL ALLOCATION FEB	2/28/2023										
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023									20,000.00	
AP,	AP CLEARING FEBRUARY	2/28/2023			(393,792.90)	(53,812.85)	(44,722.86)		(296,197.52)	(561,104.29)		3,624,396.83
GBI,	LANDFILL INTERFUND CHARGES	N/A										
302222,	NET PAYROLL TRANSFER FEB	2/28/2023										
PRJ,	Payroll Journals	2/28/2023			(71,392.07)	(32,353.21)	206,209.68				(5,003.31)	
TOTALS			-	-	(198,645.39)	(40,873.52)	98,545.37	66,789.91	31,435.60	353,837.28	14,720.86	3,624,396.83

**GUNNISON COUNTY, COLORADO
 JOURNAL ENTRY CASH TRANSFERS
 FOR THE MONTH ENDING:
 February-23**

		95	
		Finance	Payroll
		Business	Clearing
JE's	Description	Date	95 11122
302230,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2023	
302231,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2023	
302232,	STND3: MAPPING SYSTEM CHARGES	2/28/2023	
302233,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2023	
302234,	STND5: COMPUTER SYSTEM CHARGES	2/28/2023	
212352,	RECORD TRILLIUM CREDIT	12/31/2022	
212355,	TRILLIUM CREDIT	12/31/2022	
212356,	CFMS SETTLEMENT DEC 22	12/31/2022	
212365,	PCARD DISTRIBUTION DEC	12/31/2022	
301403,	PCARD DISTRIBUTION DEC	1/5/2023	
301350,	JAN MOTORPOOL	1/31/2023	
301353,	GVRHA EXEPENSES JAN 22	1/31/2023	
301398,	WEED JAN	1/31/2023	
301401,	RECLASS TRESTLE VOUCHER	1/31/2023	
301419,	MATERIAL USAGE JAN	1/31/2023	
301420,	EQUIPMENT USAGE JAN	1/31/2023	
302236,	COLOR COPIES FEB	2/28/2023	
302185,	WEEED RENT TO AIRPORT FEB	2/28/2023	
302223,	RECLASS TO CORRECT GRANT	2/28/2023	
302235,	COPIES BLACK FEB	2/28/2023	
302237,	POSTAGE USE FEB	2/28/2023	
302254,	PH PHOTOCOPY FEB	2/28/2023	
302255,	REC MED/DEN/FLEC/Rx CHECKS FEB	2/28/2023	
302258,	REVENUE CLEARING ACTIVITY FEB	2/28/2023	
302261,	MOTORPOOL RENTS FEB	2/28/2023	
302262,	DHS RENT FEB	2/28/2023	
302263,	RECORD LAND USE APP FEE	2/28/2023	
302268,	RECORD PW COMP EARNED FEB	2/28/2023	
302269,	LANDFILL ALLOCATION FEB	2/28/2023	
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023	
AP,	AP CLEARING FEBRUARY	2/28/2023	
GBI,	LANDFILL INTERFUND CHARGES	N/A	
302222,	NET PAYROLL TRANSFER FEB	2/28/2023	873,439.80
PRJ,	Payroll Journals	2/28/2023	
TOTALS			873,439.80

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

January 2023 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 3/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/21/2023

Gunnison County, Colorado
 County Taxable Sales
 For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988												17,862,988
Crested Butte	15,075,290												15,075,290
Mt. Crested Butte	8,468,197												8,468,197
Marble	131,754												131,754
Pitkin	55,308												55,308
Unincorporated	14,162,533												14,162,533
TOTAL TAXABLE SALES	55,756,070	0	0	0	0	55,756,070							
Computed 1% Sales Tax	557,560.70												
% Incr(Decr) of 2022 over 2021	7.68%												

For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	45,518,231	62,115,429	697,699,840
Computed 1% Sales Tax	517,808.54	535,428.44	634,506.37	392,849.53	447,955.80	679,271.81	771,143.92	751,628.79	659,081.21	510,987.39	455,182.31	621,154.29	6,976,998.40
% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%	2.88%	8.58%	7.44%	11.76%	12.80%

	Y-T-D 2022 TOTAL	Y-T-D 2023 TOTAL	Difference	%
City of Gunnison	18,967,548	17,862,988	(1,104,560)	-5.82%
Crested Butte	14,992,677	15,075,290	82,613	0.55%
Mt. Crested Butte	6,535,099	8,468,197	1,933,098	29.58%
Marble	102,381	131,754	29,373	28.69%
Pitkin	16,078	55,308	39,230	244.00%
Unincorporated	11,167,071	14,162,533	2,995,462	26.82%
TOTAL TAXABLE SALES	51,780,854	55,756,070	3,975,216	7.68%
TOTAL COUNTY REVENUE	292,878	324,932	32,054	10.94%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	16,592,456	18,967,548	2,375,092	14.31%
Crested Butte	12,513,507	14,992,677	2,479,170	19.81%
Mt. Crested Butte	4,990,371	6,535,099	1,544,728	30.95%
Marble	134,091	102,381	(31,710)	-23.65%
Pitkin	60,157	16,078	(44,079)	-73.27%
Unincorporated	7,999,252	11,167,071	3,167,819	39.60%
TOTAL TAXABLE SALES	42,289,834	51,780,854	9,491,020	22.44%
TOTAL COUNTY REVENUE	233,764	292,878	59,113	25.29%

PREVIOUS YEARS FOR COMPARISON

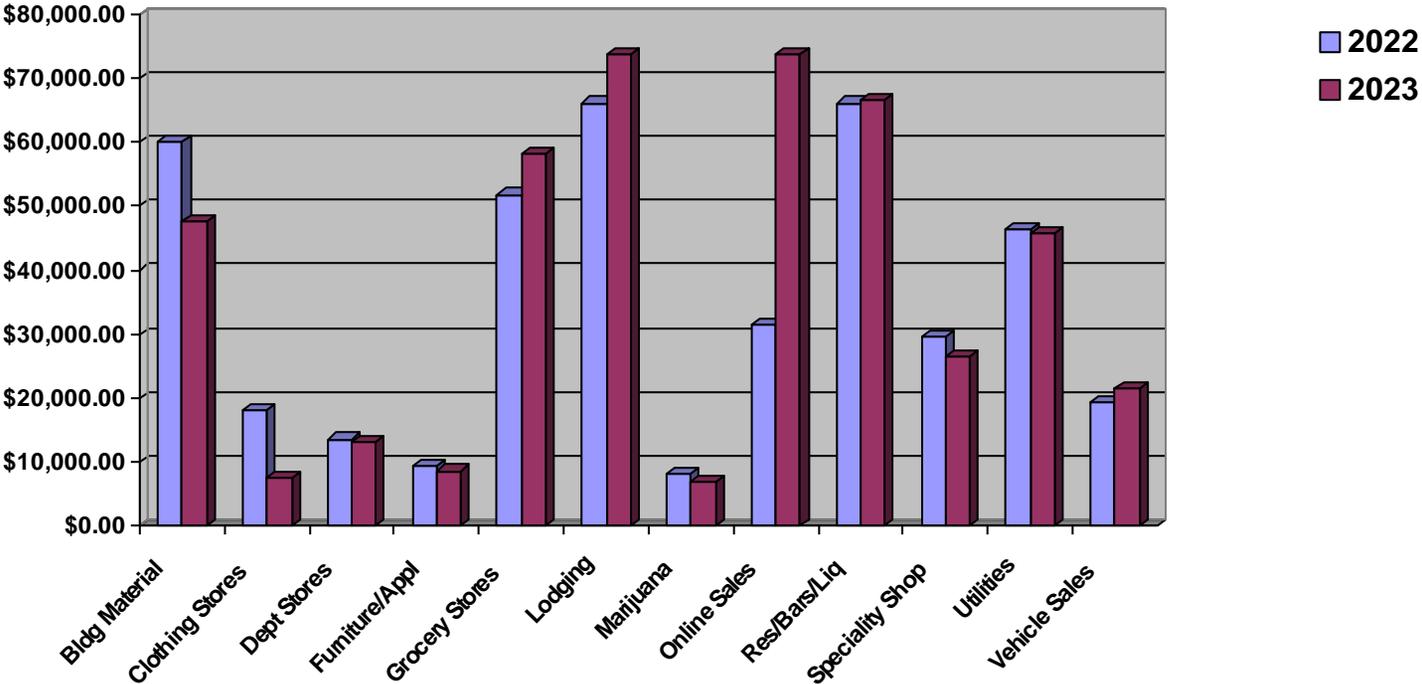
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	112,437,436	138,277,459	25,840,023	22.98%
TOTAL TAXABLE SALES	500,213,617	618,509,757	118,296,140	23.65%

	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
TOTAL TAXABLE SALES	457,300,539	500,213,617	42,913,078	9.38%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
2023	Current Month TOTAL COUNTY REVENUE												\$ 324,932.02	\$ 324,932.02	\$ 3,940,000.00
	% Change over previous year (monthly)												10.94%		8.25%
2022	Current Month TOTAL COUNTY REVENUE												\$ 292,877.63	\$ 292,877.63	\$ 3,406,600.00
	% Change over previous year (monthly)												25.29%	25.29%	8.60%
2021	Current Month TOTAL COUNTY REVENUE												\$ 233,764.43	\$ 233,764.43	\$ 3,406,600.00
	% Change over previous year (monthly)												10.45%	10.45%	6.86%
2020	Current Month TOTAL COUNTY REVENUE												\$ 211,645.49	\$ 211,645.49	\$ 2,364,672.12
	% Change over previous year (monthly)												24.45%	24.45%	8.95%
2019	Current Month TOTAL COUNTY REVENUE												\$ 170,067.96	\$ 170,067.96	\$ 2,110,144.44
	% Change over previous year (monthly)												6.96%	6.96%	8.06%
2018	Current Month TOTAL COUNTY REVENUE												\$ 158,998.15	\$ 158,998.15	\$ 1,924,050.00
	% Change over previous year (monthly)												14.07%	14.07%	8.26%
2017	Current Month TOTAL COUNTY REVENUE												\$ 139,392.05	\$ 139,392.05	\$ 1,838,400.00
	% Change over previous year (monthly)												11.37%	11.37%	7.58%
2016	Current Month TOTAL COUNTY REVENUE												\$ 125,157.30	\$ 125,157.30	\$ 1,838,000.00
	% Change over previous year (monthly)												-1.20%	-1.20%	6.81%
2015	Current Month TOTAL COUNTY REVENUE												\$ 126,678.67	\$ 126,678.67	\$ 1,590,000.00
	% Change over previous year (monthly)												13.93%	13.93%	7.97%
2014	Current Month TOTAL COUNTY REVENUE												\$ 111,193.82	\$ 111,193.82	\$ 1,472,000.00
	% Change over previous year (monthly)												0.79%	0.79%	7.55%
2013	Current Month TOTAL COUNTY REVENUE												\$ 110,323.53	\$ 110,323.53	\$ 1,425,560.00
	% Change over previous year (monthly)												18.70%	18.70%	7.74%
2012	Current Month TOTAL COUNTY REVENUE												\$ 92,940.69	\$ 92,940.69	\$ 1,329,266.00
	% Change over previous year (monthly)												-5.63%	-5.63%	6.99%
2011	Current Month TOTAL COUNTY REVENUE												\$ 98,483.50	\$ 98,483.50	\$ 1,314,611.00

2022/2023 YTD INDUSTRY COMPARISON AS OF JANUARY



Jan 2023

Taxes by Industry

Amusement & Entertainment	\$31,144.01
Bldg Material & Trades	\$47,716.18
Clothing Stores	\$7,510.59
Department Stores	\$12,967.56
Furniture & Appliance Stores	\$8,519.82
Gas/Convenience Stores	\$7,784.69
Grocery Stores	\$58,100.34
Lodging	\$73,695.26
Manufacturing	\$15,675.56
Marijuana	\$6,884.84
Miscellaneous Services	\$53,023.42
Online Sales	\$73,736.73
Ranching & Agriculture	\$306.94
Restaurant/Bars/Liquor Stores	\$66,714.22
Specialty Shops	\$26,527.74
Utilities	\$45,840.68
Vehicle Sales/Parts/Services	\$21,412.12
<i>GRAND TOTAL:</i>	\$557,560.70

Taxes by Industry and Jurisdiction

January 2023

Amusement & Entertainment

<i>Almont</i>	14.65
<i>Crested Butte</i>	10471.94
<i>Gunnison</i>	4176.45
<i>Marble</i>	8.01
<i>Mt. Crested Butte</i>	11686.60
<i>Pitkin</i>	7.80
<i>Rem of Cnty</i>	4778.56

Grand Total By Industry: \$31,144.01

Bldg Material & Trades

<i>Crested Butte</i>	16610.16
<i>Gunnison</i>	22245.55
<i>Marble</i>	54.37
<i>Mt. Crested Butte</i>	802.53
<i>Parlin</i>	2.13
<i>Pitkin</i>	133.89
<i>Rem of Cnty</i>	7419.40
<i>Somerset</i>	448.15

Grand Total By Industry: \$47,716.18

Clothing Stores

<i>Crested Butte</i>	4101.64
<i>Gunnison</i>	733.94
<i>Mt. Crested Butte</i>	2673.60
<i>Rem of Cnty</i>	1.41

Grand Total By Industry: \$7,510.59

Department Stores

<i>Almont</i>	0.10
<i>Crested Butte</i>	20.85
<i>Gunnison</i>	12946.61

Grand Total By Industry: \$12,967.56

Furniture & Appliance Stores

<i>Crested Butte</i>	5532.38
<i>Gunnison</i>	1338.58

<i>Marble</i>	18.14
<i>Mt. Crested Butte</i>	224.01
<i>Rem of Cnty</i>	1403.82
<i>Somerset</i>	2.89

Grand Total By Industry: \$8,519.82

Gas/Convenience Stores

<i>Almont</i>	12.07
<i>Crested Butte</i>	1197.19
<i>Gunnison</i>	5529.60
<i>Pitkin</i>	0.39
<i>Rem of Cnty</i>	569.32
<i>Somerset</i>	476.12

Grand Total By Industry: \$7,784.69

Grocery Stores

<i>Crested Butte</i>	14440.54
<i>Gunnison</i>	43132.86
<i>Marble</i>	7.46
<i>Mt. Crested Butte</i>	291.44
<i>Rem of Cnty</i>	228.04

Grand Total By Industry: \$58,100.34

Lodging

<i>Almont</i>	1377.39
<i>Crested Butte</i>	13823.31
<i>Gunnison</i>	6868.07
<i>Marble</i>	171.51
<i>Mt. Crested Butte</i>	40254.90
<i>Pitkin</i>	55.01
<i>Powderhorn</i>	4.10
<i>Rem of Cnty</i>	11012.64
<i>Somerset</i>	128.33

Grand Total By Industry: \$73,695.26

Manufacturing

<i>Crested Butte</i>	10213.71
<i>Gunnison</i>	2232.63
<i>Marble</i>	1.65
<i>Mt. Crested Butte</i>	192.17
<i>Ohio City</i>	182.51
<i>Rem of Cnty</i>	739.45

<i>Somerset</i>	2113.44
<i>Grand Total By Industry:</i>	\$15,675.56
Marijuana	
<i>Crested Butte</i>	3059.09
<i>Gunnison</i>	3825.75
<i>Grand Total By Industry:</i>	\$6,884.84
Miscellaneous Services	
<i>Almont</i>	0.39
<i>Crested Butte</i>	15099.71
<i>Gunnison</i>	14542.93
<i>Marble</i>	92.80
<i>Mt. Crested Butte</i>	15715.32
<i>Ohio City</i>	0.69
<i>Parlin</i>	0.42
<i>Pitkin</i>	8.98
<i>Powderhorn</i>	0.48
<i>Rem of Cnty</i>	5583.41
<i>Somerset</i>	1978.29
<i>Grand Total By Industry:</i>	\$53,023.42
Online Sales	
<i>Rem of Cnty</i>	73736.73
<i>Grand Total By Industry:</i>	\$73,736.73
Ranching & Agriculture	
<i>Marble</i>	112.29
<i>Rem of Cnty</i>	194.65
<i>Grand Total By Industry:</i>	\$306.94
Restaurant/Bars/Liquor Stores	
<i>Crested Butte</i>	39226.21
<i>Gunnison</i>	22590.54
<i>Mt. Crested Butte</i>	3772.56
<i>Rem of Cnty</i>	1124.91
<i>Grand Total By Industry:</i>	\$66,714.22
Specialty Shops	
<i>Crested Butte</i>	6890.95
<i>Gunnison</i>	9007.88
<i>Marble</i>	575.86
<i>Mt. Crested Butte</i>	217.04

<i>Ohio City</i>	2.86
<i>Pitkin</i>	6.15
<i>Powderhorn</i>	0.64
<i>Rem of Cnty</i>	5978.51
<i>Somerset</i>	3847.85

Grand Total By Industry: \$26,527.74

Utilities

<i>Almont</i>	1984.56
<i>Crested Butte</i>	7356.80
<i>Gunnison</i>	15762.02
<i>Marble</i>	267.46
<i>Mt. Crested Butte</i>	8705.36
<i>Ohio City</i>	145.45
<i>Parlin</i>	0.24
<i>Pitkin</i>	262.24
<i>Rem of Cnty</i>	10766.70
<i>Somerset</i>	589.85

Grand Total By Industry: \$45,840.68

Vehicle Sales/Parts/Services

<i>Almont</i>	0.07
<i>Crested Butte</i>	2708.42
<i>Gunnison</i>	13696.47
<i>Marble</i>	7.99
<i>Mt. Crested Butte</i>	146.44
<i>Parlin</i>	0.02
<i>Pitkin</i>	78.62
<i>Rem of Cnty</i>	4558.90
<i>Somerset</i>	215.19

Grand Total By Industry: \$21,412.12

\$557,560.70

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023	Current Month Net Collection	318,489.00													
	Interest Credit	(12.00)													
	Program Cost	297.21													
	Current Total Distribution	\$ 318,774.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,774.21	\$ 318,774.21
	% Change over previous year (cumulative)	-2.64%													
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 327,433.99
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 255,793.86
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 192,500.17
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 182,039.77
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 151,063.95
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 131,290.57
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 154,435.98
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 103,919.20
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 18,822.43
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 18,826.17
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 22,024.18

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; DOLA, Division of Housing (DOH) Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The public hearing is needed to be able to de-obligate \$247,500 of funding from the CGDG Grant #20-064 and close the contract with DOLA Division of Housing

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/21/2023



March 16, 2023

Gunnison County
Board of County Commissioners

RE: CDBG Project #20-064 De-obligation of Funds

To Whom it May Concern,

The Gunnison Valley Regional Housing Authority (GVRHA) provides the following background related to the request to de-obligate \$247,500 of funding from CDBG Project #20-064, with the project description as follows:

Grant funds are being provide to the County of Gunnison, for the benefit of the Gunnison Valley Regional Housing Authority for use in its DPA program. The Grant funds are expected to serve approximately ten (10) households that reside in the Service Area identified in §3.3 and have annual income equal to or less than eighty percent (80%) of AMI. The Grant funds shall be used to support new mortgage down payment assistance loans, and program overhead and project delivery costs, which are limited to costs allowed under HCDA 105(a)(13) Rehabilitation Services.

The current Executive Director was not an employee of the Housing Authority at the time, but according to GVRHA records, the above referenced grant from Colorado's Division of Housing (CDOH) was a grant awarded initially in February of 2020, with a contracted executed by Commissioner Houck on behalf of GVRHA in October of that same year. The intentions of GVRHA at the time were to implement this DPA in the following months, but this did not occur. Amidst the COVID-19 pandemic, many intended program rollouts were stalled by the health emergencies announced, and unfortunately, this grant agreement expired on March 31st 2022 before any funds were expended. Due to this fact, CDOH wishes to have these funds de-obligated by Gunnison County.

GVRHA does, however, have additional DPA funds that have been awarded from CDOH in the form a Housing Development Grant that are earmarked for this same purpose. It is a priority of the new GVRHA Executive Director and Board to establish a reasonable timeframe for rollout of this program in 2023 and ensure these funds are awarded to eligible residents of Gunnison County.

Thank you,

Andy Kadlec
Executive Director
Gunnison Valley Regional Housing Authority

202 E Georgia Ave
Gunnison, CO 81230



Phone: 970-641-7900
Fax: 1-888-406-1360

**STATE OF COLORADO
GRANT AGREEMENT
COVER PAGE**

State Agency Department of Local Affairs, for the benefit of the Division of Housing.	Contract Encumbrance Number H1CDB20064 CMS #162809
Grantee County of Gunnison	Agreement Performance Beginning Date The Effective Date Initial Agreement Expiration Date March 31, 2022
Agreement Maximum Amount \$247,500	Fund Expenditure End Date March 31, 2022
Funding Program: Community Development Block Grant Funding Source: Federal	Catalog of Federal Domestic Assistance #: 14.228
Agreement Authority - Authority for this Agreement arises from CRS §24-32-721. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to the federal Community Development Block Grant Program and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
Agreement Purpose Support Grantee's Down Payment Assistance (DPA) Program	
Exhibits - The following Exhibits and attachments are included with this Agreement: Exhibit A - Applicable Laws Exhibit B - Statement of Project Exhibit C - Federal Provisions Exhibit D - Income Limits Exhibit E - [Reserved] Exhibit F - [Reserved] Exhibit G - Option Letter Form 1 - Residency Declaration	
Order of Precedence - In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions 2. Colorado Special Provisions in §19 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit B, Statement of Project 5. Exhibit A, Applicable Laws 6. Exhibit D, Income Limits 7. Form 1, Residency Declaration 8. Exhibit G, Option Letter	
Principal Representatives For the State: Alison George, Director Division of Housing Department of Local Affairs 1313 Sherman Street, Rm 320 Denver, CO 80203 Alison.george@state.co.us For Grantee: Jonathan Houck, County Commissioner Gunnison County 200 E. Virginia Gunnison, CO 81230 jhouck@gunnisoncounty.org	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

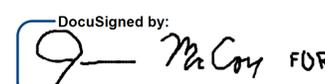
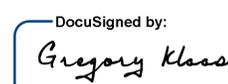
<p style="text-align: center;">GRANTEE GUNNISON COUNTY</p> <p>By:  <small>DocuSigned by: D9072877079D4CD...</small></p> <p style="text-align: center;">Jonathan Houck, County Commissioner</p> <p>Date: <u>10/7/2020 1:38 PM MDT</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>By:  <small>DocuSigned by: F4C4CFA6FDAD405...</small> FOR</p> <p style="text-align: center;">Rick M. Garcia, Executive Director</p> <p>Date: <u>10/8/2020 5:10 PM MDT</u></p>
	<p style="text-align: center;">DIVISION OF HOUSING Contract Reviewer</p> <p>By:  <small>DocuSigned by: FE697B854BAF4AF...</small></p> <p style="text-align: center;">Gregory Klaas, Contracting Manager</p> <p>Date: <u>10/8/2020 12:41 PM MDT</u></p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  <small>DocuSigned by: 9C3D102D39B2427...</small></p> <p style="text-align: center;">Yingtse Cha, Controller Delegate</p> <p>Effective Date: <u>10/13/2020 7:58 AM MDT</u></p>	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	3
2.	TERM AND EFFECTIVE DATE	3
3.	DEFINITIONS	5
4.	STATEMENT OF WORK	9
5.	PAYMENTS TO GRANTEE	9
6.	REPORTING - NOTIFICATION	11
7.	GRANTEE RECORDS	12
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	13
9.	CONFLICTS OF INTEREST	15
10.	INSURANCE	15
11.	BREACH OF AGREEMENT	19
12.	REMEDIES.....	19
13.	DISPUTE RESOLUTION	22
14.	NOTICES AND REPRESENTATIVES	22
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	23
16.	STATEWIDE CONTRACT MANAGEMENT SYSTEM	23
17.	RESTRICTIONS ON PUBLIC BENEFITS.....	24
18.	GENERAL PROVISIONS	24
19.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	28
	EXHIBIT A - APPLICABLE LAWS	1
	EXHIBIT B - STATEMENT OF PROJECT	1
	EXHIBIT C - FEDERAL PROVISIONS	1
	EXHIBIT D – INCOME LIMITS.....	1
	EXHIBIT E – [RESERVED]	1
	EXHIBIT F – [RESERVED].....	1
	EXHIBIT G – OPTION LETTER	1
	FORM 1 – RESIDENCY DECLARATION	1

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Department of Local Affairs (“DOLA”) for the benefit of the Division of Housing (“DOH”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work

performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. "Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. "Budget"** means the budget for the Work described in **Exhibit B, §5.2.**

- E. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Agreement.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The United States Department of Housing and Urban Development is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

- Q.** “**Initial Term**” means the time period defined in §2.B.
- R.** “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- S.** “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- T.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- U.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- V.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- W.** “**Project**” means the overall project described in Exhibit B including, without limitation, the Work and the Services.
- X.** “**Subject Property**” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- Y.** “**Recipient**” means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- Z.** “**Services**” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by

Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- BB. “State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- CC. “State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD. “State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. “Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- FF. “Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- GG. “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- HH. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- II. “Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- JJ. “Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24) (a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee's receipt of the payment or notification

of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Payment of Grantee Costs.

The State shall pay Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and **§5.A** for all allowable costs described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.3** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B**. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State may withhold 5%-10% of allowable costs until all final documentation has been submitted and accepted by the State as complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION**A. Periodic Reports**

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or

document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B**.

D. Violations Reporting

Grantee shall immediately notify the State in writing, as provided in §14, of any civil lawsuit, criminal charge or notice of violation, currently pending, hereinafter filed or entered in a court of law, against Grantee, a principal of Grantee, the Responsible Administrator, or Other Key Personnel identified in §§4.1 and 4.2 of **Exhibit B**, involving theft, fraud, bribery, gratuity violations, embezzlement, professional negligence or malfeasance. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of six (6) years following the Project Close-Out Date, as defined in §2 of **Exhibit B** or six (6) years following termination of this Agreement, whichever is longer. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State

Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-

103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

F. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one (1) fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

This section shall | shall not apply to this Grant.

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

This section shall | shall not apply to this Grant.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$250,000 each occurrence; and
- ii. \$250,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may

be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§10.H** above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder’s Risk Insurance

This section shall | shall not apply to this Grant.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.
- ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$10,000.
- iii. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended

coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

- iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.
- v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grant, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES**A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this

Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-

106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. RESTRICTIONS ON PUBLIC BENEFITS

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601, *et seq.*, when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- B.** Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

18. GENERAL PROVISIONS

A. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Grant.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in **§17.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue

[Reserved].

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

If either the State or the Grantee desires to modify the Agreement Maximum Amount, make budget adjustments and/or change the term of the Agreement, this may be achieved unilaterally by DOLA through an Option Letter, in form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies.

Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee'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.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.B, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

S. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs,

expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

W. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and**

the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would

conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. Public Service Contracts. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this

provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. Public Contracts with Natural Persons. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

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EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. 24 CFR Part 570, Community Development Block Grants.
3. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
4. 24 CFR Parts 0-91 Housing and Urban Development.
5. 24 CFR Subtitle B, Chapter I – XXV, HUD.
6. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
7. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. CRS §29-1-601 et seq., Local Government Audit Law.
9. CRS §24-32-106 – Powers of the director provision.
10. CRS §24-32-705(1)(i) – DOH ability to accept and receive grants
11. 16 USC §469 et seq., Historic Preservation
12. 2 USC Chapter 26, Disclosure of Lobbying Activities.
13. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
14. 8 USC §1101-1646, Immigration and Nationality.
15. 12 USC §§1701- 1701z-15, National Housing Act.
16. 15 USC Chapter 49, Fire Prevention and Control.
17. 16 USC Chapters 1-92, Conservation.
18. 16 USC §469 et seq., Historic Preservation
19. 16 USC §1531 et seq., Endangered Species
20. 16 USC §1271 et seq., Wild and Scenic Rivers
21. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
22. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
23. 29 USC Chapter 14 Age Discrimination in Employment.
24. 29 USC Chapter 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
25. 31 USC Subtitles I – VI, Money and Finance.
26. 40 USC Subtitle I, Federal Property and Administrative Services.
27. 40 USC Subtitle II, Public Buildings and Works.
28. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
29. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.

30. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
31. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
32. 41 USC § 6502, et seq., Walsh-Healey Public Contracts Act.
33. 41 USC Chapter 81, Drug Free Workplace.
34. 42 USC Chapter 6A, Public Health Service.
35. 42 USC Chapter 21, Civil Rights.
36. 42 USC Chapter 45 Fair Housing.
37. 42 USC Chapter 50, National Flood Insurance.
38. 42 USC Chapter 55, National Environmental Policy.
39. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
40. 42 USC Chapter 69, Community Development.
41. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
42. 42 USC Chapter 85, Air Pollution Prevention and Control.
43. 42 USC Chapter 89, Congregate Housing Services.
44. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
45. 42 USC Chapter 130, National Affordable Housing.
46. 42 USC §§300f – 300j-26, Safe Drinking Water
47. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
48. CRS §24-34-301, et seq., Colorado Civil Rights Division.
49. CRS §24-34-501, et seq. Housing Practices.
50. CRS §24-75-601 et seq., Legal Investment of Public Funds.
51. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
52. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
53. Executive Order 11988, Floodplain Management.
54. Executive Order 11990, Protection of Wetlands
55. Public Law 110-289, Housing and Economic Recovery Act of 2008.
56. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
57. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
58. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

EXHIBIT B – STATEMENT OF PROJECT

1. GENERAL

- 1.1 Project Description.** Grant funds are being provide to the County of Gunnison, for the benefit of the Gunnison Valley Regional Housing Authority for use in its Down Payment Assistance (“DPA”) program. The Grant funds are expected to serve approximately ten (10) households that reside in the Service Area identified in §3.3 and have annual income equal to or less than eighty percent (80%) of AMI. The Grant funds shall be used to support new mortgage down payment assistance loans, and program overhead and project delivery costs, which are limited to costs allowed under HCDA 105(a)(13) Rehabilitation Services.
- 1.2 Eligibility.** This project is eligible under the Housing and Community Development Act (HCDA) Section(s) 105(a)(13) and (24).
- 1.3 Responsibilities.** Grantee is responsible for completion of the Project, administration of this Grant, and providing all required documentation to the State as specified herein.
- 1.3.1** Grantee shall enter into a Subcontract with Gunnison Valley Regional Housing Authority (Subgrantee), to carry out the proposed project activities. The Subcontract shall contain a provision prohibiting transfer, assignment or further subcontracting of the Subcontract without the prior, written approval of DOLA.
- 1.3.2** Individuals who receive direct benefits under this Agreement (i.e. program Beneficiaries).
- 1.4 Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C, §2D,** or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

- 2.1 Affordable Rents.** [Reserved].
- 2.2 HUD.** “HUD” is the United States Department of Housing and Urban Development.

2.3 Low- and Moderate-Income Persons. “Low- and Moderate-Income Persons” are:

- Those persons who are members of households whose combined incomes are at or below 80% of area median income as set forth in **Exhibit D**, as may be amended by HUD and which shall be posted by HUD on its website, or
- Those persons who reside in areas that have been determined by HUD, based upon most recent Census data, to be at or below 80% of area median income areas, as further specified in **§3.3.1** below, or
- Those persons belonging to clientele groups (as such term is defined by HUD) who are presumed by HUD to be at or below 80% of area median income, as further specified in **§3.3.1** below.

2.4 National Objective. “National Objective” means those objectives approved by HUD and listed in **§3.3**.

2.5 Non-entitlement Area. “Non-entitlement Area” means an area which is not a “metropolitan city” or part of an “urban county” and does not include “Indian tribes” (as such terms are defined in 42 USC §5302(a)).

2.6 Other Funds. “Other Funds” means funding provided or to be provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.7 Pre-contract Costs. “Pre-contract Costs” are those costs specifically authorized as pre-contract costs by DOLA and which are specifically authorized by the federal funding source.

2.8 Principal Residence. “Principal Residence” means a dwelling that the Borrower maintains or will maintain as their permanent place of abode, and which the Borrower typically occupies or will occupy for the majority of the calendar year.

2.9 Program Income. “Program Income” shall have the meaning given in 24 CFR §570.489(e).

2.10 Substantial Completion. “Substantial Completion” means closing of the last of the loans contemplated in the Project Description in **§1.1**.

3. DELIVERABLES

3.1 Outcome. Project completion in accordance with the terms of Grantee’s grant application, the performance measures set forth below and the other terms and conditions of the Grant Agreement.

3.2 Performance Measures. Grantee shall comply with the following Milestones and Targets:

Milestone/Grantee shall:	Target Date:
Prior to approval of each loan, verify and document all persons in the borrower household are lawfully present in the United States	Ongoing
Submit Regulatory Checklist for each applicant property prior to approval of loan	Ongoing
Close 1-2 loans each quarter.	Ongoing
Submit Quarterly Financial Status Report	Per §7.4.1
Submit Quarterly Performance Report	Per §7.4.2
Submit Lease-up Report	Per §7.4.3
Submit Project Completion Report	Per §7.4.4

3.3 Service Area. The performance of services for this Grant shall occur in: Gunnison County (the “Service Area”). The Service Area must qualify as a Non-entitlement Area.

3.4 National Objective. As determined by the State, Grantee shall present documentation to demonstrate compliance by the Project with the National Objective identified below during the term of this Grant:

Area Benefit Activities: This Project meets the National Objective of benefit to Low- and Moderate-Income Persons as required in 24 CFR §570.483(b)(1).

Homeownership Assistance: This Project meets the National Objective of benefit to Low- and Moderate-Income Persons as required in 24 CFR §570.483(b)(3).

Planning: This Project meets the National Objective of benefit to Low- and Moderate-Income Persons as required in 24 CFR §570.483(b)(5).

Public Services, Area Benefit: This Project meets the National Objective of benefit to Low- and Moderate- Income Persons as required in 24 CFR §570.483(b)(1).

Public Services, Limited Clientele: This Project meets the National Objective of benefit to Low- and Moderate- Income Persons as required in 24 CFR §570.483(b)(2).

Rental Housing: This Project meets the National Objective of benefit to Low- and Moderate-Income Persons as required in 24 CFR §570.483(b)(3).

4. KEY PERSONNEL

4.1 Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Jennifer Kermode, Executive Director
 Gunnison Valley Regional Housing Authority
 202 E. Georgia Avenue
 Gunnison, CO 81230
 jkermode@gvrha.org

4.2 Other Key Personnel. None.

4.3 DOH Asset Manager. Christina McKasy, Christina.mckasy@state.co.us

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement which is shown for convenience in the table below as “Grant Funds (DOLA)”. The Grant Funds shall be used for activities shown in table in §5.2.3.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	\$247,500
Mortgage Lenders	\$3,214,300
Home Buyers	\$145,100
GVRHA Matching Funds	\$70,515
Total Sources	\$3,677,415

5.2.2 Uses

Use	Amount
DPA	\$212,500
1 st Mortgages	\$3,214,300
Home Buyer Counseling	\$2,200
Project Delivery	\$35,200
Closing Costs	\$142,900
Program Overhead	\$70,315
Total Uses	\$3,677,415

5.2.3 Grant Funds (DOLA) Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.3).

Eligible Use	Amount
DPA	\$212,500
Project Delivery Cost	\$20,000
Program Overhead Cost	\$15,000
Total	\$247,500

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Project Budget Line Item Adjustments. Adjustments made pursuant to this Section cannot increase Grant Funds.

5.3.1 If the table in §5.2.3 lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (i.e. Project Delivery and Program Overhead). Grantee shall send written notification of allowed adjustments to the State within thirty (30) days of such adjustment.

5.3.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to §18.K of the Grant Agreement.

6. PAYMENT

Payments to Grantee shall be made in accordance with the provisions of §5 of the Grant Agreement, and this §6 of **Exhibit B**.

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in §4.3. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
Interim Payment(s)	\$246,500	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	\$1,000	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	\$247,500	

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Agreement:

Gunnison County 200 E. Virginia Avenue Gunnison, CO 81230

6.3 Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

6.4 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to §6.1 pending Grantee's submission and DOH's review and approval of:

6.4.1 [Reserved].

6.4.2 Any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

7. ADMINISTRATIVE REQUIREMENTS

Grantee, a Unit of General Local Government (“UGLG”), shall administer these funds in accordance with the requirements of this Grant, Division of Housing (DOH) Guidelines. Grantee shall comply with the administration requirements set forth in the most recent State Community Development Block Grant (CDBG) Guidebook, or such requirements as may be subsequently amended by the State, which shall be available on DOLA’s website.

- 7.1 Accounting.** Grantee shall maintain properly segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in §5.2 above.
- 7.2 Audit Report.** If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOLA, Grantee shall promptly submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR Part 500, to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203
Or email to: dola.audit@state.co.us,
And Christina.mckasy@state.co.us

- 7.3 Cost Certification.** [Reserved].
- 7.4 Reporting.** In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in §6 of this **Exhibit B**.
- 7.4.1 Financial Status Report.** Within twenty (20) calendar days of the end of each quarter.
- 7.4.2 Performance Reports.** Within twenty (20) calendar days of the end of each quarter.
- 7.4.3 Lease-up Report.** [Reserved].
- 7.4.4 Project Completion Report.** Within thirty (30) calendar days of Substantial Completion of the Project.
- 7.4.5 Davis Bacon Payroll Reports.** [Reserved].

7.4.6 Program Income. If this project generates Program Income, Grantee shall submit Program Income reports at least semi-annually, or more frequently if required by the State. These reports shall be submitted in accordance to the reporting requirements in DOLA's Program Income Guidelines (which are available on DOLA's website). **THIS PARAGRAPH 7.4.6 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT FOR AS LONG AS THE GRANTEE RECEIVES PROGRAM INCOME.**

7.5 Monitoring. The State shall monitor this Grant in accordance with its Risk-Based Monitoring Policy (which is available in the Consolidated Plan on DOLA's website) and §7(B) and §7(C) of the Grant. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.6 Bonds. [Reserved].

7.7 Procurement Standards. Selection of Subcontractors and purchase of materials to accomplish the Project shall follow appropriate procurement standards as outlined in DOLA's CDBG Guidebook, Financial Management Section (which is available on DOLA's website).

7.8 Affirmatively Furthering Fair Housing. As a condition of funding, Grantee submitted a list of actions to affirmatively further fair housing and certifies they have taken and will take such actions. Grantee shall maintain documentation of all actions to affirmatively further fair housing, provide such documentation to DOLA upon request, and report on such actions with the Project Completion Report.

7.8.1 Affirmative Fair Housing Marketing Plan. If five (5) or more housing units are funded in the Project, Grantee shall submit and follow an Affirmative Fair Housing Marketing Plan for the Project in accordance with this Grant. The release of funds under this Grant shall be contingent upon the approval of such plan by the State.

7.9 Davis-Bacon Act.

This section shall shall not apply to this Grant.

If 8 or more housing units are funded by Grant Funds, Grantee shall comply with all the requirements set forth in 24 CFR §570.603 (Labor Standards).

7.10 Environmental Requirements. Grantee shall comply with all HUD environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.

7.11 Section 3 of the HUD Act of 1968 and 24 CFR Part 135.

This section shall shall not apply to this Grant.

To the greatest extent feasible, the Grantee and Subgrantee (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in hiring to persons whose income is equal to or less than 80% of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by persons, or that substantially employ persons, whose income is equal to or less than 80% of AMI in the Project area.

7.12 The Federal Funding Accountability and Transparency Act of 2006 as Amended 3/20/2013 (FFATA). The Grantee shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in **Exhibit C**.

7.13 Uniform Relocation Act (URA) and Section 104(d). If this Project includes acquisition, rehabilitation, or demolition, Grantee and Subgrantee are required to follow a Residential Anti-displacement and Relocation Assistance Plan when designing their programs. All permanently displaced, temporarily displaced, and non-displaced residents and tenants must receive required notices detailed in HUD Handbook 1378. Grantee's obligations related to voluntary and involuntary property acquisition are also provided in HUD Handbook 1378.

7.14 Civil Rights. Regardless of Project type, Grantee must comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (Section 504), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Implementing regulations are cited in **Exhibit A**. Laws specifically relevant to this Grant include, without limitation, the following:

7.14.1 Fair Housing Act, as amended. The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.

7.14.2 Section 504, as amended. Section 504 of the Rehabilitation Act, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.14.2.1 Section 504 Self Evaluation. Grantee has submitted a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with Section 504

requirements to make such reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

7.15 Single Family Owner-Occupied Housing Rehabilitation Program. [Reserved].

7.16 Downpayment Assistance Program. Downpayment Assistance Programs (“DPA Program”) must have established policies which define the criteria and manner by which the program will be administered and reflect the most current DOH Revolving Loan Fund Guidelines (which are available on DOLA’s website). As of the Effective Date of this Grant, Grantee shall have received prior written approval from DOLA of its DPA Program policies. If Grantee modifies or changes the approved DPA Program policies or desires to issue new DPA Program policies, Grantee shall submit such changed document to DOLA for approval prior to the effective date of such policies.

The DPA Program policies must include, but not be limited to, program eligibility requirements, allowable costs, CDBG maximum assistance amounts, advisory and loan committee composition and role, use of CDBG funds in conjunction with other funds, collateral requirements, files and reports, accounting, receipt and selection of applications, loan terms, Housing Quality Standards inspections of units, program changes, relocation, conflicts of interest, and grievance/appeal procedures. DPA Program policies must be available for review during the Project monitoring by the State.

8. PROJECT REQUIREMENTS

8.1 Affordability Requirements – Rental. [Reserved].

8.2 Affordability Requirements – TBRA, Homebuyer and Homeowner Rehabilitation.

8.2.1 Eligible Beneficiaries. All households served must have a gross income that does not exceed 80% of AMI. A listing of the incomes for all household sizes is attached as Exhibit D and updated annually on HUD’s website.

8.2.2 CDBG-Assisted Unit Identification. The housing units served with Grant funds shall be designated as CDBG-Assisted units.

8.2.3 Affordability Period - Homeownership. Using the mechanism(s) described at §8.2.4, below, Grantee shall ensure that each home purchased with the assistance of Grant Funds complies with the required Affordability Period specified in the current DOH Revolving Loan Fund Guidelines, which are available on DOLA’s website. The Affordability Period for CDBG is five (5) years. Grantee shall ensure that the CDBG-assisted housing units shall continue to be used to provide housing for Low- and Moderate-Income Persons for five (5) years after written notification that the Project has been closed-out (“Project Close-out Date”). At the end of the Affordability Period, no State restrictions shall remain in effect.

8.2.4 Homebuyer Deed Restriction - Recapture. Homebuyer assistance must be provided in the form of secured debt evidenced by (at a minimum) a promissory note and a deed of trust that continues through the “Affordability Period” specified in §8.2.3. The loan documents shall include the amount of the assistance provided, the Principal Residency requirement, and the requirement that the promissory note is due upon resale or transfer of the property. Copies of the recorded loan documents evidencing these restrictions must be provided to DOH after the closing.

8.3 Homeownership Counseling. Grantee shall ensure that the purchasing household undergoes a minimum of 8 hours of HUD or State-approved homeownership counseling prior to date of closing. Beginning August 1, 2021, Grantee shall ensure that the purchasing household completes homeownership counseling provided by a HUD certified housing counselor at a HUD-approved housing counseling agency prior to the date of closing.

8.4 Income Eligibility Determination.

8.4.1 Initial Determination. Grantee shall determine annual income of the Project beneficiaries using “Annual Income,” as defined under the public housing and Section 8 programs in 24 CFR Part 5, Subpart F.

8.4.2 Subsequent Determinations. [Reserved].

8.4.3 Program Income. “Program Income” is defined at 24 CFR 570.489(e). Grantees shall follow the State’s Program Income Guidelines (which are available on DOLA’s website) for the tracking, accounting, and use of Program Income.

9. PROPERTY STANDARDS

9.1 New Construction. [Reserved].

9.1.1 Rehabilitation. [Reserved].

9.1.2 Downpayment Assistance. Real property that is part of the Project must meet State and local code requirements at the time of initial occupancy. If no standards exist, then HUD Section 8 Housing Quality Standards for Existing Housing contained in 24 CFR §982.401, which is incorporated by reference, must be used.

9.1.3 Fair Housing Act (42 USC 3601-20), and Section 504 (29 USC 793), as amended. [Reserved].

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EXHIBIT C - FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.1.2. Award *does not* include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 2.1.1.2.3. Any award classified for security purposes; or
 - 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.3. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.3.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.3.2. A foreign public entity;
 - 2.1.3.3. A domestic or foreign non-profit organization;
 - 2.1.3.4. A domestic or foreign for-profit organization; and
 - 2.1.3.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.7. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.8. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.9. “Grant” means the Grant to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.10. “Grantee” means the party or parties to a Grant funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Grantee does not include Vendors.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.

- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Grantee is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;

- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. **PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. **ACCESS TO RECORDS**

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. **SINGLE AUDIT REQUIREMENTS**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS

12.1. If Grantee is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Grant Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Grantee will not discriminate against any employee or applicant for employment because of race, color, religion,

sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Grantee will send to each labor union or representative of workers with which he has a collective bargaining Grant or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Grantee's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Grant or Grant.** If the Federal Award meets the definition of “funding Grant” under 37 CFR §401.2 (a) and

Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Grant,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Federal Funding Accountability and Transparency Act (FFATA) Data Report Form
(For Grantee Completion)

Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.

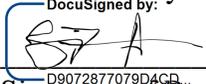
Information Field (Definitions can be found in Exhibit C)	Response
1. Agency or Jurisdiction DUNS Number:	133115220
2. Subrecipient Name Receiving Award:	Gunnison County Colorado
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	133115220
4. Location of Entity Receiving Award: (Full street address)	200 East Virginia Ave
5. Primary Location of Performance of the Award: (City, State and Congressional District)	Gunnison, CO CD3
Answer True or False	
6. In the preceding fiscal year, Contractor received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	False

Note: An answer to question 7 is required ONLY when all answers to question 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name	Compensation Amount
NA _____	NA _____
NA _____	NA _____
NA _____	NA _____

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

DocuSigned by:


D9072877079D4CB
 Signature of Responsible Administrator

10/7/2020 | 1:38 PM MDT

 Date

**EXHIBIT D -
INCOME LIMITS**

**COLORADO DIVISION OF HOUSING (HOME)
30%-80% of Area Median Income**

Gunnison County

AMI	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
80%	\$ 42,240	\$ 48,250	\$ 54,300	\$ 60,300	\$ 65,150	\$ 69,950	\$ 74,800	\$ 79,600
50%	\$ 26,400	\$ 30,200	\$ 33,950	\$ 37,700	\$ 40,750	\$ 43,750	\$ 46,750	\$ 49,800
30%	\$ 15,840	\$ 18,100	\$ 20,350	\$ 22,600	\$ 24,450	\$ 26,250	\$ 28,050	\$ 29,850

Grantee is responsible for complying with annually updated limits.

CMS#162809

**EXHIBIT E –
[RESERVED]**

**EXHIBIT F –
[RESERVED]**

EXHIBIT G – OPTION LETTER

State Agency Department of Local Affairs, for the benefit of the Division of Housing	Grantee [Grantee's full legal name.]
Original Agreement Number H0CDB00000	Option Letter Number (1, 2, 3, etc.)
Current Agreement Maximum Amount \$000,000.00	New Agreement Maximum Amount \$000,000.00
Current Expiration Date Month, Day, Year	New Expiration Date [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	New CMS Number (This Option Letter) 000000
Effective Date This Option Letter is effective as of the date signed by the State Controller or Month, Day, Year, whichever is later.	

1. **OPTIONS:** *(Select all that are applicable.)*

- A. Option to extend time for performance.
(Select this if extending the Agreement Expiration Date.)
- B. Change in the Agreement Maximum Amount.
(Select this if increasing or decreasing the amount of Grant Funds awarded.)
- C. Budget Line Item Adjustment(s) Only
(Select this if redistributing how Grant Funds are allocated within the Project Budget with no change in the Agreement Maximum Amount.)

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with §2.C of the Original Agreement referenced above, as amended, the State hereby exercises its option for an additional term, beginning on the Effective Date of this Option Letter and ending on the New Expiration Date shown above.
- B. **For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Original Agreement referenced above, as amended, is hereby deleted and replaced with the New Agreement Maximum Amount shown in the table above. In addition, the **Sources** table in §5.2.1, the **Uses** table in §5.2.2, the **Eligible Uses of DOLA Grant Funds** table in §5.2.3, the **Pre-Agreement Costs** table in §5.2.4, and the **Payment Schedule** in §6.1, all of **Exhibit B**, are deleted and replaced as follows:

5.2.1 Sources

Sources	Amount
Total	\$ 0.00

5.2.2 Uses/Project Activities

Uses	Amount
Total	\$ 0.00

5.2.3 Eligible Uses of DOLA Grant Funds

Eligible Activity	Amount
Total	\$ 0.00

5.2.4 Pre-Agreement Costs

Eligible Use	Amount
Total	\$ 0.00

6.1 Payment Schedule

Payment	Amount	
Interim Payment(s)	\$0.00	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$0.00	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$0.00	

- C. **For use with Option 1(C):** The **Grant Funds** table in **§5.2.3** of **Exhibit B** to the Original Agreement, as amended, is deleted and replaced with the following:

Use	Amount
Total	\$ 0.00

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor</p> <p style="text-align: center;">Department of Local Affairs Rick M. Garcia, Executive Director</p> <p>By: _____ Rick M. Garcia, Executive Director</p> <p>Date: _____</p>	<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Yingtse Cha, Controller Delegate</p> <p>Option Effective Date: _____</p>
--	---

**FORM 1 –
RESIDENCY DECLARATION**

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, _____, swear or affirm under penalty of perjury that (check one):

- I am a United States citizen, or
- I am a non-citizen national of the United States, or
- I have an immigration status that makes me a "qualified alien."

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Name (please print)

Signature

Date

March 21, 2023

Baillie Tichy
State of Colorado – DOLA
Division of Housing
1313 Sherman Street
Denver, CO 80203

RE: CBDG Grant 20-064

Dear Ms. Tichy,

We respectfully request that the State of Colorado – DOLA, Division of Housing de-obligate \$247,500 of funding from CBDG Grant 20-064. The Grantees, Gunnison County and the Gunnison Valley Regional Housing Authority, were unable to expend the funds and wish to de-obligate them and close the contract.

Thank you again for the opportunity, and please reach out if you have any further questions.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner

Proof of Publication

3/2/2023

Gunnison County Administration
200 E. Virginia Ave.
Gunnison CO 81230

STATE OF COLORADO
County of Gunnison

I, Alan Wartes, do solemnly swear that I am Publisher of THE GUNNISON COUNTRY TIMES; that the same is a weekly newspaper printed in whole or in part in the County of Gunnison, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Gunnison for a period of more than 52 consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under provisions of the Act of March 3, 1879, and any amendments thereof; and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

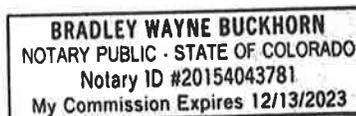
That the legal notice or advertisement of which the attached is a full, true and correct copy, was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 issue(s); and that the first publication of said notice was in the issue of said newspaper dated 3/2/2023, and that the last publication of said notice was in the issue of said newspaper dated 3/2/2023.

In witness whereof I have hereunto set my hand this 2nd day of March, A.D. 2023.

Alan Wartes
Alan Wartes, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado, this 2nd day of March, A.D. 2023.

Bradley Wayne Buckhorn
Notary Public this date of 3/2/2023



Name	Gunnison County Administration
Order Number	8002
Order Date	2/28/2023
Number Issues	1
Pub Count	1
First Issue	3/2/2023
Last Issue	3/2/2023
Order Price	\$26.40
Publications	Gunnison Country Times
Publication Dates	Gunnison Country Times: 3/2/2023

Proof of Publication

3/2/2023

cont. Gunnison County Administration

Order No: 8002

NOTICE OF PUBLIC HEARING

Gunnison County will hold a post-award hearing in relation to Community Development Block Grant (CBDG) Project #20-064. The purpose of this hearing is required under the obligations of the CBDG monitoring process as defined by the Colorado Division of Housing (DOH). The funding from DOH was to benefit persons with low and moderate incomes by increasing the availability of affordable housing in Gunnison County.

The public hearing will take place on March 21, 2023 at 9:20 am, at the Board of County Commissioners Boardroom, 2nd floor of the Gunnison County Courthouse, 200 E. Virginia Avenue, Gunnison, CO 81230.

If reasonable accommodations are needed for persons attending the public meeting, please contact the Clerk to the Board at (970) 641-7600.

Gunnison Country Times
Gunnison, Colorado.
Publication date of March 2, 2023

8002

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for the First Amendment to Amended and Re

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Moon Ridge Subdivision is requesting a covenant amendment. Minor changes requested, has received full HOA approval.

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:

Legally sufficient. SO 2/14/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/21/2023



Gunnison County, CO
Community Development Department

221 N. Wisconsin St. Ste. D, Gunnison, CO 81230

Phone: (970) 641-0360

Website: www.gunnisoncounty.org/planning.html

Email: planning@gunnisoncounty.org

To: BOCC

From: Rachel Sabbato

Date: February 13, 2023

Re: First Amendment To Amended And Restated Declaration Of Protective Covenants Of Moon Ridge Subdivision

Moon Ridge Subdivision is requesting a covenant amendment addressing long and short term leases (Article 2), aggregate maximum size (Article 5), conditions for flagpoles and signs (Article 6), as well as a few minor changes to Article 8, 8.2, 8.8, 9, 11 and 12. It has received full anonymous approval by the HOA membership.

Sopris 715 LLC owns Lot 7 Moon Ridge lane and is adjacent to the Moon Ridge Subdivision where the water supply infrastructure for Moon Ridge subdivision is located. This infrastructure was conveyed to the Association by the Sopris's predecessor in the Bill of Sale and Agreement recorded at Reception No. 528822. The current barn housing the water system will be demolished and a new building will be constructed to house these facilities. Sopris desires to obtain the Association's consent to (a) build the new barn; (b) demolish the existing barn; (c) house the Moon Ridge System facilities located in the existing barn in the New Facilities Building; and (d) limit the Association's right of access to structures on the Sopris Property to the new Facilities Building. The current consent agreement has been signed by both parties and recorded January 17, 2023 and is included in this applications' file.

This application has been reviewed and approved by Deputy County Attorney, Alex San Filippo-Rosser.

All the files, maps, road agreements etc. are available to the public to see by this link, <https://permitdb.gunnisoncounty.org/citizenaccess/>

View by following:

Projects

Application

LUC-22-00065

Attachments

Please call if there are any further questions.

Thank you,

Rachel Sabbato

Land Use Planner

Phone: 970-641-7929

rsabbato@gunnisoncounty.org

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF
MOON RIDGE SUBDIVISION**

WHEREAS, THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF MOON RIDGE SUBDIVISION amends that certain Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision recorded January 3, 2007 at Reception No. 572035 (hereinafter Declaration) in the official records of Gunnison County, Colorado; and

WHEREAS, the Owners desire to amend the Declaration with the amendments set forth hereunder, and pursuant to the Declaration, Article 12, DURATION OF COVENANTS, Section 2, 66% of the Lot Owners have approved the within First Amendment as required for recording in the official records of Gunnison County Colorado; and

WHEREAS, pursuant to the Declaration, Article 12, DURATION OF COVENANTS, Section 2, Gunnison County consents to this First Amendment, as evidenced by its signature hereunder; and

WHEREAS, pursuant to the Declaration, Article 12, DURATION OF COVENANTS, Section 2, the Adjacent Property Owner consents to this First Amendment, as evidenced by its signature hereunder.

NOW THEREFORE, Moon Ridge Subdivision Association, Inc. (Association) and the owners, for themselves, their successors and assigns, do hereby publish, establish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations, as they may be amended and/or restated from time to time, shall be deemed to run with the land, shall be a burden and a benefit to the Association and the owners, and binding upon any person or entity having any right, title, and interest in and to the afore-described real property or the Moon Ridge Subdivision, or any part thereof, and their heirs, successors and assigns, and shall inure to and be for the benefit of each owner within Moon Ridge Subdivision, and accordingly amend the Declaration as follows.

1. ARTICLE 2, DEFINITIONS:

Section 12, Long Term Leases, shall be amended as follows:

Long Term Leases shall mean bona fide leases of a Lot or the improvements thereon for single-family residential use for a fixed term of not less than six months, or for a periodic tenancy with a periodic term of not less than six months.

Section 21, Short Term Leases, shall be amended as follows:

Short Term Leases shall mean leases of, or licenses to use, a Lot or the improvements thereon for a fixed term of less than six months, or for a periodic tenancy with a periodic term of less than six months.

2. ARTICLE 5, DESIGN REQUIREMENTS, Section 5. Aggregate Maximum Size, shall be amended as follows.

The aggregate total floor area of all buildings constructed upon a Lot, including all levels, rooms, and garages, shall not exceed a total of 7,500 square feet. Owners shall meet the standards of the Gunnison County Land Use Resolution (LUR) and specifically Section 13-105. This Amendment does not serve or qualify as an exemption to Section 13-105 of the LUR or any other Section within the LUR.

3. ARTICLE 6, CONSTRUCTION AND MAINTENANCE REQUIREMENTS, Section 4, Signs, shall be amended and replaced in entirety as follows:

Section 4, Flags and Signs. Flagpoles shall be a minimum of five (5) feet from all property lines. Flagpoles must be silver or bronze in color and a residential style, not commercial grade. Ground-mounted flagpoles must not exceed the roofline of the house; wall-mounted flagpoles must not exceed six (6) feet in length. Flagpoles must not be illuminated.

Flagpoles may be ground-mounted or wall-mounted. Ground-mounted flagpoles must be mounted to the ground on property wholly-owned by the homeowner, and not on a deck, patio, or retaining wall. Wall-mounted flagpoles must be mounted on property wholly-owned by the homeowner.

Flags must be no larger than 15 square feet. Flags must be professionally designed and lettered and must be maintained in a neat manner. Flags must not bear commercial messages. Flags must not be illuminated.

Signs must be no larger than four (4) square feet. Signs must be professionally designed and lettered and must be maintained in a neat manner. Signs must not bear commercial messages, except those advertising a Lot for sale. Signs must not be illuminated.

A maximum of two flags may be displayed on any Lot, except that during the period commencing 45 days before any federal, state or local election, and ending seven (7) days after any federal, state or local election ("Election Period"). During any Election Period, a maximum of five (5) flags may be displayed on a Lot. A maximum of two signs may be displayed on any Lot, except that during the Election Period a maximum of fifteen (15) signs may be displayed a Lot.

4. ARTICLE 9, ASSESSMENTS:
Section 7, Default Assessments, shall be amended as follows:

Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, shall be a default assessment and shall be a lien against such Owner's Lot and may thereafter be foreclosed or otherwise collected, as provided in and subject to the Association's Policy for Collection of Unpaid Dues and Assessments and the Imposition of Liens.

Section 8, Nonpayment of Assessments, first sentence, shall be amended as follows: Any assessment, whether regular, special or default, which is not paid by the due date shall be deemed delinquent.

Section 8.2, shall be amended as follows:

Assess interest from the date of delinquency, in accordance with the Association's Policy for Collection of Unpaid Dues and Assessments and the Imposition of Liens as it may be amended from time to time.

A new section, Section 8.8, shall be added as follows:

8.8. Any collection efforts by the Association for unpaid assessments and dues and related charges shall comply with the Association's Policy for Collection of Unpaid Dues and Assessments and the Imposition of Liens as it may be amended from time to time.

5. ARTICLE 11, ENFORCEMENT OF COVENANTS, Section 2, Failure to Comply, shall be amended as follows:

The failure to comply herewith or with the Articles, Bylaws or rules or regulations, shall be grounds for an action to recover damages, or for injunctive relief, or for specific performance, or any of them. The Association shall follow its Policy on Enforcement of Governing Documents with respect to any applicable enforcement action.

6. ARTICLE 12, DURATION OF COVENANTS, Section 1, Term, shall be amended as follows:

The covenants and restrictions in this Declaration and on the Plats, as each may be amended from time to time, shall run with and bind the Property in perpetuity.

Except and as otherwise amended herein, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision is executed this ____ day of _____, 2023.

MOON RIDGE SUBDIVISION ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____
Patrick Kearns, President

STATE OF NEVADA)
)ss.
County of Clark)

Subscribed and sworn to before me this _____ day of _____, 2023, by Patrick Kearns, President of the Moon Ridge Subdivision Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

(SEAL)

Notary Public
My commission expires:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
APPROVAL

The within First Amendment to Amended and Restated Covenants of Moon Ridge Subdivision is hereby approved by the Board of County Commissioners of Gunnison County this ____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Laura Puckett-Daniels, Commissioner

By: _____
Liz Smith, Commissioner

Attest: (SEAL)

Deputy County Clerk



**CONSENT AGREEMENT BETWEEN SOPRIS 715 LLC AND MOON RIDGE
SUBDIVISION ASSOCIATION, INC. REGARDING AMENDMENT TO
DECLARATION OF AMENDED AND RESTATED PROTECTIVE COVENANTS OF
MOON RIDGE SUBDIVISION AND CONSTRUCTION OF NEW BARN**

This Consent Agreement Between Sopris 715, LLC and Moon Ridge Subdivision Association, Inc. Regarding Amendment to Declaration of Amended and Restated Protective Covenants of Moon Ridge Subdivision and Construction of New Barn (this "Agreement") is entered into this 12th day of ~~October~~ ^{December}, 2022 (the "Effective Date"), by and between Sopris 715 LLC, a Texas limited liability company ("Sopris") and Moon Ridge Subdivision Association, Inc., a Colorado nonprofit corporation (the "Association"). Sopris and the Association are sometimes each referred to herein as a "Party" and collectively as the "Parties."

Recitals

- A. The Association is the property owners' association for the Moon Ridge Subdivision located in Crested Butte, Colorado.
- B. Sopris owns certain real property known as 7 Moon Ridge Lane (the "Sopris Property"), which is adjacent to the Moon Ridge Subdivision.
- C. The Declaration of Amended and Restated Covenants of Moon Ridge Subdivision, recorded on January 3, 2007 at Reception No. 572035 (the "Declaration") in the real property records of Gunnison County, Colorado refers to the Sopris Property as the "Adjacent Property" in Section 1 of Article 2.
- D. Section 2 of Article 12 of the Declaration provides in relevant part that no amendment to the Declaration affecting the Adjacent Property shall be effective unless approved in writing by the owner of the Adjacent Property.
- E. Section 2.1 of Article 3 of the Declaration provides that the only buildings permitted on a Lot within the Moon Ridge subdivision is "a single-family residence together with either an attached or detached garage. No other buildings are permitted on any Lot."
- F. Section 5 of Article 5 of the Declaration provides that "the aggregate total floor area of all building constructed upon a Lot, including all levels, rooms, and garages, shall not exceed a total of 5,000 square feet."
- G. The Association, and the owners of lots within the Moon Ridge Subdivision desire to amend Section 5 of Article 5 of the Declaration to provide that "the aggregate total floor area of all buildings constructed upon a Lot, including all levels, rooms, and garages, shall not exceed a total of 7,500 square feet" (the "Proposed Amendment").



- H. The Association and the owners of lots within the Moon Ridge Subdivision are proposing other amendments to the Declaration having to do with the definition of short term and long term leases, assessments, enforcement, hazardous activities, signs, and duration, which amendments are attached hereto as Exhibit A (“Other Amendments”). The Other Amendments do not affect the Sopris Property. The Association is advising Sopris 715, LLC of the Other Amendments in any event.
- I. The Proposed Amendment affects the Sopris Property and therefore the Association desires that Sopris approve the Proposed Amendment.
- J. There is an existing barn on the Sopris Property. Sopris desires to construct a new barn on the Sopris Property and ultimately demolish the existing barn.
- K. By Special Warranty Deed recorded at Reception No. 528824 in the real property records of Gunnison County, Colorado, Sopris’s predecessor in interest granted the Association an easement for ingress and egress to install, construct, operate and maintain certain water supply infrastructure for the purpose of utilizing the Association’s water rights and operating the augmentation plan for the Moon Ridge Subdivision (the “Easement”).¹ This water supply infrastructure was conveyed to the Association by Sopris’s predecessor in the Bill of Sale and Agreement recorded at Reception No. 528822 in the real property records of Gunnison County, Colorado (the “Bill of Sale”). The relationship between the Parties regarding the Easement, Bill of Sale, and the water supply infrastructure on the Sopris Property is further detailed in the Joint Use Agreement Regarding Moon Ridge Water System recorded at Reception No. 528825 in the real property records of Gunnison County, Colorado (the “Joint Use Agreement”). The Joint Use Agreement defines water supply infrastructure located on the Sopris Property as the “Moon Ridge System” and explains in paragraph 11 that the Easement includes the right to enter the existing barn on the Sopris Property for the limited purpose of operating and maintaining the Moon Ridge System facilities located in the existing barn. Use of the phrase “Moon Ridge System” in this Agreement shall have the same meaning as set forth in the Joint Use Agreement.
- L. When Sopris builds the new barn and demolishes the existing barn, Sopris will construct a separate, stand-alone building to house the Moon Ridge System facilities now located in the existing barn (the “New Facilities Building”).
- M. Accordingly, Sopris desires to obtain the Association’s consent to (a) build the new barn; (b) demolish the existing barn; (c) house the Moon Ridge System facilities located in the existing barn in the New Facilities Building; and (d) limit the Association’s right of access to structures on the Sopris Property to the New Facilities Building.

¹ This augmentation plan also provides augmentation water for the residence and a barn on the Sopris Property.



NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. Sopris's Approval Of The Proposed Amendment and Other Amendments. Sopris hereby approves the Proposed Amendment. Sopris does not object to the Other Amendments

2. Association's Approval Of Alteration of Improvements On The Sopris Property. The Association hereby consents to Sopris's construction of a new barn and the demolition of the existing barn. In addition, the Association consents to construction of the New Facilities Building around the Moon Ridge System facilities, provided that the Association shall not incur any expense with respect to the construction. The proposed location of the New Facilities Building is the location of the existing barn. Any costs associated with surveying or permitting shall be borne by Sopris. Notwithstanding anything contained in this Agreement to the contrary, Sopris shall not have any obligation to construct the new barn, demolish the existing barn, and construct the New Facilities Building, but if Sopris chooses, in its sole discretion, to construct the new barn, demolish the existing barn, and construct the New Facilities Building, it shall do so in accordance with this Agreement, and this Agreement shall be binding on the Parties regardless of whether and when Sopris proceeds with the construction of the new barn, the demolition of the existing barn, and the construction of the New Facilities Building.

Requirements of Alteration and Improvements

- a. Sopris shall leave the existing Moon Ridge System facilities intact and in their current physical location, with the exception of the electrical system, which will be replaced. The new electrical system will be of similar or better quality than the current electrical system (when new). Sopris will install the new electrical system prior to disconnecting the existing electrical system.
- b. The accessibility of the New Facilities Building shall be similar to that of the existing barn. Driveway access to the building for vehicles and pedestrians shall be maintained year-round.
- c. Sopris shall ensure that the New Facilities Building is well insulated so as to prevent freezing and damage during the cold months.
- d. The New Facilities Building will allow for removal and introduction of water system equipment, to at least the same level as the existing barn.
- e. Sopris shall ensure that this undertaking shall not result in a lesser capacity or lesser quality of water being provided by the Moon Ridge System.
- f. The New Facilities Building shall have interior lighting.



g. Sopris shall be responsible for maintenance, repair and upkeep of the New Facilities Building.

h. Any damage to the Moon Ridge System during construction shall be timely repaired and paid for by Sopris.

1. Modification Of Association's Access Rights On The Sopris Property. Upon demolition of the existing barn and the relocation of the Moon Ridge System facilities currently located therein to the New Facilities Building, the Association shall only have a right of access to the New Facilities Building on the Sopris Property but not any other structures, and, except as modified herein, any other access provided to the Association by the Easement, Bill of Sale and Joint Use Agreement.
2. Sopris shall ensure that access and entry to the New Facilities Building shall at all times be unobstructed. The Parties shall continue to utilize a shared driveway – for the Association to access the New Facilities Building and for Sopris to access the new barn, among other things. Sopris shall provide the Association a key, passcode, or other means of access to the New Facilities Building. The Association agrees any of its agents or designated representatives responsible for operating the Moon Ridge System, when entering the Sopris Property, including but not limited to the New Facilities Building, shall limit their area of use and the activities conducted thereon to that which is reasonably necessary for operating and maintaining said facilities. Except as modified herein, the Easement, Bill of Sale, and Joint Use Agreement, and the Parties' rights and obligations thereunder shall remain in full force and effect. In the event that any of the foregoing documents require further amendment or modification, such costs associated with such amendment or modification thereof shall be borne solely by Sopris.
3. Timing. Sopris shall provide to the Association a copy of the permit for the construction of the New Facilities Building and also written notice as to the commencement of construction. At the present time, construction is anticipated to commence in Fall of 2023. Sopris shall use its best and good faith efforts to complete construction thereof in as least amount of time as possible. Sopris shall further provide written notice to the Association of anticipated down-time to the Moon Ridge System, which down-time in no event shall exceed six consecutive hours. In addition, Sopris shall provide to the Association written notice of any changes to the proposed work.
4. Recording. Sopris shall have this Agreement recorded in the real property records of Gunnison County, Colorado.
5. Complete Agreement; Modification; And Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the Parties, except as otherwise set



forth herein. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

6. Review; Investigation; Etc. Each Party acknowledges and represents that: (a) such Party has fully and carefully read and considered this Agreement prior to its execution; (b) such Party has had the opportunity to make whatever investigation or inquiry the Party deems necessary or appropriate in connection with the subject matter of this Agreement; and (c) such Party is executing this Agreement voluntarily and free from any undue influence, coercion, duress or fraud of any kind.
7. Miscellaneous Provisions.
 - (a) This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' respective heirs, agents, successors, and assigns.
 - (b) If any Party is required to take any action to enforce this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing Party.
 - (c) The paragraph headings used in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement. Furthermore, this Agreement shall be deemed to have been prepared with the full and equal participation of each Party, and shall not be construed by any Party against any other Party.
 - (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Parties agree that the state courts located in Gunnison County, Colorado shall have exclusive jurisdiction over, and shall be the exclusive venue for, any action arising out of, or related to, this Agreement. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
 - (e) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.
 - (f) It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
 - (g) If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant,

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amendments to Crested Butte South Spe

Action Requested: Motion

Parties to the Agreement: Crested Butte South POA, BOCC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request to amend CAMP document to address Scrivener's error.

Fiscal Impact: No

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 3/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/21/2023



MEMORANDUM

To: Hillary Seminick, Gunnison County Planning Department

Re: Correction to Crested Butte South Special Area Regulations and Commercial Area Master Plan

Date: March 13, 2023

The Crested Butte South Property Owners Association, Inc. is requesting approval from the Board of County Commissioners to fix a scrivener's error in its Special Area Regulations and Commercial Area Master Plan document, which is attached hereto.

The error is on page 12, Article 5, Permitted and Prohibited Uses, Section 5.2, Permitted Uses, Subsection B2. It states "Multi-Family dwelling uses, subject to meeting the applicable requirements of the Regulations. Multi-family buildings shall only be allowed in the 3rd and 4th Filings."

This is an error as in two other sections of the document, it clearly states that multi-family buildings are only allowed in the 1st and 2nd filings. These sections are Article 8, Section 8.2, Subsection J on page 27 and Article 9, Section 9.3 on page 48. Hence, the request from the BOCC is to approve the correction of the error to:

"Multi-Family dwelling uses, subject to meeting the applicable requirements of the Regulations. Multi-family buildings shall only be allowed in the First and Second Filings."

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING AMENDMENT TO THE CRESTED BUTTE SOUTH
SPECIAL AREA REGULATIONS AND COMMERCIAL AREA MASTER PLAN**

WHEREAS, the Crested Butte South Property Owners Association has submitted a Land Use Change application to amend the Commercial Area Master Plan and the Special Area Regulations. The Crested Butte South Special Area Regulations were approved by the Gunnison County Board of Commissioners in Resolution 2008-38; and

WHEREAS, The *Crested Butte South Special Area Regulations*, Section 106: *Amendment of Existing Covenants, Restrictions, Resolutions, Rules and Regulations* states, "The Existing Covenants, Restrictions, Resolutions, Rules and Regulations, and no portion of them, shall be amended without the prior written acknowledgement, by motion or recorded resolution, of the BOCC"; and

WHEREAS, The CB South POA approved the Commercial Area Master Plan (CAMP) on March 8, 2023;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that:

The Crested Butte South Special Area Regulations be replaced with the attached Exhibit A, "Crested Butte South Special Area Regulations and Commercial Area Master Plan."

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 adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST [seal]:

Deputy County Clerk

Special Area Regulations

Crested Butte South

April 7, 2020

**Commercial Area Master Plan (CAMP)
And Commercial Design Standards**



TABLE OF CONTENTS

SECTION 1. PURPOSES 1

1.1 Crested Butte South (“Crested Butte South Special Area”) 1

1.2 Purpose 1

SECTION 2. **APPLICABILITY** 2

SECTION 3. RELATIONSHIP TO GUNNISON COUNTY REGULATIONS 3

3.1 Uses Generally Exempt from Land Use Resolution 3

3.2 Definitions 3

3.3 Construction and Word Usage 3

3.4 Interpretations 3

SECTION 4. DEFINITIONS 4

SECTION 5. PERMITTED AND PROHIBITED LAND USES 10

5.1 Introductory Provisions 10

5.2 Permitted Uses 10

5.3 Prohibited Uses 13

5.4 Temporary Uses and Structures 14

5.5 Special Events 14

5.6 Non-Conforming Uses 14

SECTION 6. DEVELOPMENT REVIEW PROCESS & PERMITS 15

6.1 Permits and Payment of Fees and Taxes Required Before Improvements 15

6.2 Design Review Committee 15

6.3 CB South Special Area Permit 15

6.4 Variance Applications 20



6.5 Gunnison County Land Use Change Permit and Building Permit..... 21

SECTION 7. GENERAL STANDARDS FOR ALL DEVELOPMENT..... 22

7.1 Building Code 22

7.2 Geological Hazard Study..... 22

7.3 Noise and Construction Hours 22

7.4 Odors 22

7.5 View Obstructions to Motorists 22

7.6 Site Maintenance 23

7.7 Stormwater Management..... 23

7.8 Wireless Telecommunication Devices and Structures..... 23

7.9 Mechanical Systems 24

7.10 Solid Fuel-Burning Devices 24

7.11 Energy Conservation must comply with IECC..... 24

7.12 Utility Connections..... 24

7.13 Water Quality and Wetland Areas..... 25

7.14 Wildfire Hazards..... 25

7.15 Wildlife Habitat Areas 25

7.16 Ridgelines..... 25

7.17 Snowplowed Access 25

7.18 Onsite Wastewater Treatment Systems (OWTS) 25

SECTION 8. CB SOUTH VILLAGE CENTER DESIGN STANDARDS..... 26

8.1 CB South Village Center Vision and Goals..... 26

8.2 General Design Principles 27

8.3 Single-Family Dwellings are a permitted use in the CB Center Perimeter. 28

8.4 CB South Village Center Design Theme..... 28



8.5 General Conformance with the CB South Village Center Strategic Plan 28

8.6 Required Land Uses..... 28

8.7 DRC Specific Approval 29

8.8 Dimensional Standards 29

8.9 Minimum Setbacks..... 29

8.10 Building Height..... 32

8.11 Building Design..... 34

8.12 Landscaping 39

8.13 Parking Regulations..... 42

8.14 Exterior Lighting Design. 45

8.15 Street Design. 45

8.16 Sidewalks 46

8.17 Driveway and Parking Area Design..... 47

8.18 Storage, Loading and Service Areas in the CB South Village Center 47

8.19 Snow Storage and Snow Staging in CB South Village Center..... 48

8.20 Metro and Fire District Approval of Proposed Building and Structure Locations 49

8.21 Mailbox Design and Location 49

8.22 CB South Village Center Signs..... 49

8.23 Pioneer Plaza and Remainder of Block 8 Requirements 49

SECTION 9. RESIDENTIAL DESIGN STANDARDS 50

9.1 Residential Design..... 50

9.2 Driveway Grades 50

9.3 CB South Special Area 50

9.4 Residential Lots 50

9.5 Metro and Fire District Approval of Proposed Building and Structure Locations 50

9.6 Variance Requests..... 50



SECTION 10. BEGINNING AND COMPLETING CONSTRUCTION..... 51

SECTION 11. AMENDMENT AND TERMINATION 52

11.1 Term..... 52

SECTION 12. MISCELLANEOUS PROVISIONS..... 53

12.1 No Liability 53

12.2 All Owners Bound 53

12.3 Destruction of Improvements 53

12.4 Severability 53

12.5 No Precedent Set by This Designation 53

SECTION 13. VIOLATIONS AND ENFORCEMENT 54

13.1 Power..... 54



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SECTION 1. PURPOSES

1.1 Crested Butte South (“Crested Butte South Special Area”)

The Crested Butte South Special Area (“**Crested Butte South Special Area**” or “**CB South Special Area**”) has been designated by the Board of County Commissioners of Gunnison County (“**BOCC**”) pursuant to Section 1-110: Process for Designating Special Areas of the *Gunnison County Land Use Resolution (“LUR”)*, Resolution 2008-38 as a Special Area. The terms and conditions of Resolution 2008-38, as they may be amended from time to time, shall control at all times.

1.2 Purpose

These purposes set forth in this Commercial Area Master Plan (CAMP) serve as basic goals for the development of the CB South Special Area and the review standards and process thereof. When there is a conflict between a statement of purpose and an adopted standard within the CAMP, or when an adopted standard is more specific, the standard shall supersede the purposes. The CAMP shall be liberally construed to further the following purposes:

A. To Simplify LUR Review and Approval

To simplify the LUR review and approval process for real property wholly contained in the Crested Butte South Special Area.

B. To Promote a Compact Commercial and Business Development Pattern

To promote a compact mixed-use development pattern wholly contained in the Crested Butte South Special Area.

C. To Protect the Environment; Public Health, Safety and Welfare; Public Services, Facilities and Property

To avoid or mitigate potential impacts caused by land development within the CB South Special Area, to the environment, to public services and facilities, property and public safety and welfare, and land use within the CB South Special Area and adjacent properties, to the maximum extent feasible.

D. To Provide Opportunity for New and Existing Businesses

To provide the opportunity for existing businesses to grow and new businesses to operate in close proximity to existing populations, services, utilities and transportation routes.

E. To Encourage Economic Diversity

To encourage, strengthen and promote greater economic diversity in the Crested Butte South Special Area.

SECTION 2. APPLICABILITY

The CAMP applies to all development, including development of new buildings or structures, expansion of existing uses, and change of the use of land or structures within the CB South Special Area, including any and all commercial uses. The CB South Special Area encompasses the First through the Fourth Filings of the Crested Butte South Subdivision, recorded as follows:

- Crested Butte South – First Filing, August 21, 1970, Reception Number 280978
- Crested Butte South – Second Filing, September 24, 1970, Reception Number 281588
- Crested Butte South – Second Filing, Replat of Lots 1-3, and 10-15 all in Block 9, February 21, 1995, Reception Number 458318
- Crested Butte South – Second Filing, Corrected Plat, Lot 15, Block 11, June 18, 2002, Reception Number 521255
- Crested Butte South – Third Filing, January 4, 1971, Reception Number 282791
- Crested Butte South – Fourth Filing, December 1, 1971, Reception Number 291415
- Crested Butte South – Fourth Filing, Replat of Lots 4-6, Block 26, May 3, 2005, Reception Number 553180; all in the records of the Clerk and Recorder of Gunnison County, Colorado.

This CAMP in addition to the Crested Butte South Covenants and Restrictions, Amendments and Resolutions (collectively Covenants and Restrictions), and adopted Rules and Regulations, and Guidelines currently in use by the CB South Property Owners Association (“**P.O.A.**”), each may be amended from time to time. In the event of any conflict between the Regulations and the Covenants and Restrictions, Amendments and Resolutions, and adopted Rules, Regulations, and Guidelines in use by the CB South P.O.A., the more restrictive shall apply. Further, any reference to specific sections of the LUR is a reference to the current LUR, as it may be amended from time to time.

SECTION 3. RELATIONSHIP TO GUNNISON COUNTY

3.1 Uses Generally Exempt from Land Use Resolution

Development within the CB South Special Area shall be exempt from requirements of the LUR, unless otherwise specified herein, or by Gunnison County.

3.2 Definitions

Terms not otherwise defined hereunder shall be defined pursuant to the applicable sections of the LUR.

3.3 Construction and Word Usage

Construction and word usage shall be interpreted pursuant to the applicable sections of the LUR.

3.4 Interpretations

The CB South P.O.A. Manager and/or Board of Directors and the BOCC as necessary shall have authority to interpret the CAMP during an appeal process. A written record of any interpretation shall be kept on file at the P.O.A. Offices.



SECTION 4. DEFINITIONS

This Section defines words, terms, and phrases used specifically in the CAMP. Terms not otherwise defined herein shall be defined pursuant to the Definitions section of the *Gunnison County Land Use Resolution*.

ADA refers to Americans with Disabilities Act of 1990 that sets forth requirements of accessibility to public and semi-public buildings, among other things, as may be amended from time to time.

BOCC means the Board of County Commissioners of the County of Gunnison, Colorado.

BASEMENT means the floor of a building partly or entirely below ground level.

BUILDING CODE means the effective building codes as adopted by Gunnison County.

CAMP means this Commercial Area Master Plan created to regulate the development and use of the Crested Butte South Special Area in conjunction with the designation of CB South as a Special Area pursuant to applicable Sections of the *Gunnison County Land Use Resolution*.

CERTIFICATE OF APPROVAL is a certificate issued by the Gunnison County Planning Department that states that the proposed project has received compliance review by both the Crested Butte South P.O.A.'s DRC and the Gunnison County Planning Department and the applicant is authorized to apply for the applicable building permit through the Gunnison County Building Department.

CERTIFICATE OF OCCUPANCY means a certificate issued by Gunnison County that provides proof that the building or structure has been constructed in conformance with the approved building permit plans and all applicable building codes.

COMMERCIAL means any establishment engaged in the retail, offices and incidental wholesale, of goods or services open to the general public or members only. "Commercial" also means "business."

COVENANTS AND RESTRICTIONS means the Crested Butte South Covenants and Restrictions, Amendments and Resolutions recorded in the official records of Gunnison County, Colorado in Book 420 at page 404, as the same may be amended and/or restated from time to time.

CB SOUTH PLATS means the recorded plats for the First, Second, Third and Fourth Filings, Crested Butte South, Gunnison County Colorado.

CB SOUTH VILLAGE CENTER encompasses all of Block 6, Lots 5, 7, 9, 11, 13, 15, 17, 41 to 48 inclusive in Block 4; Lots 23 to 40 in Block 5, excluding Lots 32, 33, and 34, all within the Second Filing. Lots 32-34 in Block 5 may be included in the CB South Village Center at the discretion of the P.O.A. Board only after notification of all immediately adjacent property owners, and at least one properly noticed public hearing.



CB SOUTH VILLAGE CENTER STRATEGIC PLAN refers to the illustrative strategic plan within the CB South Village Center Area as shown in Figure 8-1.

CB SOUTH METRO DISTRICT means the Crested Butte South Metropolitan District which provides water and sewer services to Crested Butte South, snowplowing and roadway maintenance services under contract with Gunnison County.

CB SOUTH SPECIAL AREA a.k.a. Crested Butte South Special Area, shall mean all of the real property now or hereafter included in the Crested Butte South Subdivision, Filings 1-4, and subsequent Filings, made subject to the CAMP as more specifically described in Section 2.

CB SOUTH SPECIAL AREA PERMIT means the required permits issued by the P.O.A. in accordance with the requirements herein.

DESIGN REVIEW COMMITTEE (DRC) means the five (5) member Committee (with up to two alternates) established to review and act on plans for improvements on any lot to ensure compliance with the CAMP. The DRC is the Improvement Committee described in Sections 1.01-4 and 2.00 of the Covenants and Restrictions. The DRC shall be comprised of at least one (1) and no more than two (2) CB South Village Center lot owners, at least two (2) residential-use-only lot owners, and no more than one P.O.A. Board member, all of whom are appointed by the P.O.A. Board, with each member entitled to one vote on matters coming before the DRC. A quorum of the DRC shall be three (3) members in order to hold a meeting and conduct business. Decisions rendered at meetings where only three (3) members are present must be unanimous. Each member shall serve a two-year term, and terms shall be staggered.

DEVELOPMENT means any of the following activities (a) the construction, reconstruction, demolition, conversion, structural alteration, relocation or enlargement of any buildings or structures; (b) any use or change in use of any buildings, land or water; (c) any extension of any use of land; (d) any clearing, grading or other movement of land; (e) any dredging, filling, grading, paving, excavation or drilling operations; (f) any alteration; (g) any improvement; (h) any redevelopment; (i) any landscaping or (j) the storage, deposition or excavation of materials.

DWELLING UNIT means a building or a portion of a building containing a single unit providing living facilities for one (1) or more persons, including permanent provisions for living, sleeping, a kitchen as limited herein, and sanitation. Dwelling units are further classified as:

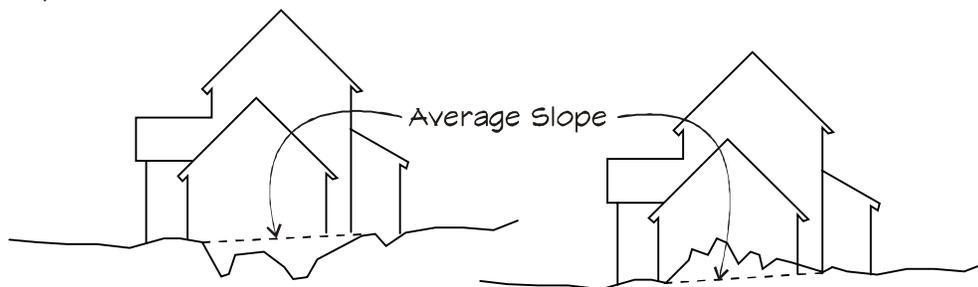
Accessory Dwelling Unit: A single-family dwelling located on the same lot as the primary single-family dwelling that meets the requirements for an accessory dwelling unit contained in Section 3. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.

Multi-Family Dwelling Unit: A building containing three (3) or more dwelling units on one (1) lot. Multi-family dwelling units include apartment units, condominium units and lodge units that may also be built with hotel units, hotel efficiency units and efficiency lodge units (please refer to the zoning designation definition that contains specific allowances and limitations for each type of multi-family dwelling unit that may limit kitchen and room configuration limitations for these unit types). When a kitchen size is not limited by a dwelling unit zoning designation definition, each dwelling unit may have one (1) kitchen without size limitation.

Duplex Dwelling Unit: A lot containing a building containing only two (2) dwelling units located on one (1) platted lot. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. A mother-in-law suite is permitted.

Single-Family Dwelling Unit: A building containing only one (1) dwelling unit located on one (1) lot. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. A mother-in-law suite is permitted.

EXISTING GRADE means the original or natural topographic grade of a lot/property prior to any disturbance or grading work having been conducted. Existing grade shall be based on the USGS elevation provided on a wet-stamped survey of a property, by an engineer licensed in the State of Colorado, and completed prior to the date of the application. In the case of non-natural or highly irregular topography due to man-made impacts within the existing site development area, not created by the applicant, an average slope may be used (see below). On any lot/property exhibiting evidence of cut or fill grade not authorized by the P.O.A., the applicant may be required to provide a professional soils analysis to determine the natural grade. No excessive fill, excavation or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement (see diagram below).



In the case of non-natural or highly irregular topography due to man-made impacts within the existing site development area, an average slope may be used.

FIRE CODE means the current effective fire code that has been adopted by Gunnison County and/or the Crested Butte Fire Protection District.

FLOOR AREA means the sum of all area(s) within the exterior walls of a building or portion thereof, measured from the exterior faces of the exterior walls, excluding the area within attached or detached garages, attics or crawl spaces provided that such areas meet the following floor area exclusions:

Attic Areas: Attic areas shall have with a ceiling height of five feet (5') or less as measured from the topside of the structural members of the floor to the underside of the structural members of the roof directly above.

Attic Areas with Trusses: Attic areas created by construction of a roof with structural truss type members provided the trusses are spaced no greater than inches (30") apart.



Attic Areas with Non-Truss System: Attic areas created by construction of a roof structure utilizing a non-truss system with spaces greater than five feet (5') in height if all of the following criteria are met:

The area cannot be accessed directly from a habitable area within the same building level; and

The area shall have only the minimum access required by the Building Codes from the level below; and

The attic space shall not have a structural floor capable of supporting a "live load" greater than forty (40) pounds per square foot, and the "floor" of the attic space shall not be improved with decking.

Crawl Spaces: Crawl spaces accessible through an opening not greater than twelve square feet (12') in area with five feet (5') or less of ceiling height as measured from the surface of the earth to the underside of structural floor members of the floor/ceiling assembly above. Crawl spaces created by a "stepped foundation," hazard mitigation or other similar engineering requirement with a total height in excess of five feet (5') may be excluded from floor area calculations at the discretion of the Gunnison County Planning Department.

Stairways: Stairs within a dwelling unit shall only be counted on every other level.

HEIGHT means the heights set forth in Section 8, Building Height section.

HOME OCCUPATION means a business, occupation or trade conducted wholly within a dwelling, or wholly within a structure accessory to the dwelling. Such home occupation shall be incidental and secondary to the use of the property for residential purposes and shall not change the residential character of the property, and shall employ on-site no more than one (1) outside, non-family member, who lives off-premises. All home occupations are governed by separate Crested Butte South Property Owners Association Regulations on the same.

IMPROVEMENT OR IMPROVEMENTS means an addition to or enhancement of property or its condition, amounting to more than mere repairs or replacement, including, but not limited to, structures, infrastructure, habitat compensation, restoration, reclamation, general landscaping, and such other installations as may be designated by the Gunnison County.

INCIDENTAL OR ACCESSORY means affiliated with or dependent on the principal use.

INDUSTRIAL means land uses that relate to, concern or arise from the assembling, fabrication, finishing, manufacturing, packaging, or processing of goods.

LAND USE RESOLUTION (LUR) means the Gunnison County Land Use Resolution, adopted by the Board of County Commissioners of Gunnison County, Colorado on January 8, 2001 (the "effective date" of the *Resolution*), and as amended from time to time.

MANUFACTURING USES means any land use where raw materials are brought to the site and created into a finished product through a process, typically using large quantities of materials and industrial machines.

MAXIMUM EXTENT FEASIBLE means that all practical efforts to comply with the CAMP or minimize potential harm or adverse impacts have been undertaken and that no feasible and



prudent alternative exists. Economic factors may be taken into account but shall not be the overriding or dispositive factor in determining whether no feasible and practical alternative exists in a particular situation.

MIXED-USE means development with both residential and commercial land uses.

MULTIPLE-FAMILY OR MULTI-FAMILY BUILDING means a residential building with a minimum of three (3) units.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another including a property right, or on the general public.

PERIMETER LOT means a Village Center Perimeter Lot as defined herein.

PIONEER PLAZA OR TOWNHOME MAP PIONEER PLAZA COMMERCIAL TOWNHOMES means the property subject to the Townhome Map Pioneer Plaza Commercial Townhomes as recorded in Gunnison County records at Reception Number 555752.

PLANNING DEPARTMENT means the Gunnison County Planning Department.

P.O.A. means the Crested Butte South Property Owners Association which is comprised of all owners of property in the Crested Butte South Subdivision governed by a duly elected Board of Directors.

P.O.A. BOARD means the Crested Butte South Property Owners Association Board of Directors elected by the owners in good standing to represent the property owners in Crested Butte South.

P.O.A. MANAGER means the agent or administrator of the Crested Butte South Property Owners Association who is hired by and reports to the P.O.A. Board.

RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

RECYCLING AREA means an enclosed common facility where the recycling of products such as cans, glass, plastic, newspaper, and other similar items can be deposited for pick up by a recycling company. A recycling area must be part of a common trash enclosure as provided for in the CB South Village Center Area.

REMAINDER OF BLOCK 6 means the land area in Block 6 as platted on the Crested Butte South Second Filing as recorded in Gunnison County records at Reception Number 281588 and which remains after the Townhome Map Pioneer Plaza Commercial Townhomes was recorded and excludes Pioneer Plaza Commercial Townhomes.

SIGN means any attention-getting device used to promote business activity, any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually



communicative or expressive device that is visible from an outdoors position and is used to advertise or call the public's attention to any public, business, commercial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an outdoors position, and any frame or support structure erected specifically to support a sign.

SIGNIFICANT TREES means those trees with a caliper of 3" or more (measured 4' above the root ball) for which an applicant is seeking credit as part of residential, Commercial or Mixed Use development design review.

SITE DEVELOPMENT PLAN means a scaled drawing depicting the proposed development on a lot or lots within the CB South Special Area.

SOLID FUEL BURNING DEVICE means a device designed for the combustion of solid fuels including, but not limited to, wood, coal, pulp, paper, pellets or similar non-liquid or non-gaseous materials so that usable heat is derived for the interior of a building, and includes solid-fuel-burning stoves, fireplaces or wood stoves of any nature, combination fuel furnaces or heaters that burn solid fuel, or any other device used for the burning of solid combustible material.

SPECIAL AREA REGULATIONS (SAR) means a resolution passed by the Board of County Commissioners of Gunnison County designating Crested Butte South for certain purposes as outlined in the resolution 2008-38.

STREET means a dedicated public right-of-way that provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

VENDING CART means a small vehicle or cart used for the vending of food and goods to the general public. Typically, vending carts are non-motorized and are wheeled to a location outside of a public right-of-way, such as a park or common area.

VILLAGE CENTER CORE refers to all of Block 6 in the Second Filing. The majority of the Village Center Core is expected to be developed with commercial, multi-family and mixed-use buildings.

VILLAGE CENTER PERIMETER LOTS OR PERIMETER LOTS refers to those portions of Blocks 4 and 5 that front Block 6 in the Second Filing, and are commercially-designated, per the CB South Plats; and possibly may include Lots 32-34 in Block 5 of the Second Filing pursuant to Covenants and Restrictions.



SECTION 5. PERMITTED AND PROHIBITED LAND USES

5.1 Introductory Provisions

- A. This Section describes the permitted and prohibited uses of lots in the CB South Special Area, and details how the permitted uses are required to be operated.
- B. Any use not specified herein or in the Covenants and Restrictions may be considered on a case-by-case basis by the P.O.A. Board.
 - 1. With any P.O.A. Board decision on the requested use, the applicant can seek relief through the appeal process, as set forth in *B.O.C.C Resolution 2008-38*.
- C. The P.O.A. Board may require additional mitigation to offset issues, including but not limited to, potential noise, odors, visual, environmental or traffic impacts.
- D. Lots 32-34 in Block 5 may, in the future, be included in the CB South Village Center at the discretion of the P.O.A. Board, only after notification of all immediately adjacent property owners, and at least one properly noticed public hearing. Otherwise, in no instance shall platted residential lots located outside of the defined Village Center Core or the Village Center Perimeter Lots be converted to a CB Center Lot.

5.2 Permitted Uses

- A. **CB South Village Center.** Lots within the CB South Village Center shall be used only for the following purposes:
 - 1. **Retail Commercial Establishments:** antiques, appliances, art supplies, galleries, retail bakeries, sports shops, clothing stores, shoe stores, jewelry stores, video stores, bookstores, cameras, candies, tobaccos, florists, food markets, furniture, gifts, hardware, hobby shops, photo shops, print shop, sporting goods, stationery and variety stores, liquor store, and pet shop. These uses shall be located on the first level.
 - 2. **Service Commercial Establishments:** business offices and professional offices, financial institutions and personal services establishments, including barber and beauty shops, non-commercial laundromats, shoe repair, sewing and tailoring, daycare center (subject to State of Colorado requirements), animal grooming, studios for instruction in the arts, performing arts, health clubs, radio and television broadcasting, artists' studio, and catering services. These uses shall be located on the first or second level.
 - 3. **Auto-Related Uses:** fueling and washing vehicles which are provided as a service incidental to a retail store, provided the following conditions are met: a minimum lot area shall be 16,000 S.F., and there is not a similar use within 500-feet, and the fuel dispensing units accommodate no more than four vehicles at any given time. These uses shall be located on the first level.



4. **Assembly Halls:** recreational clubs, theatres, assembly halls, schools, churches, public or civic buildings, and P.O.A. or governmental offices. Assembly halls may require additional off-street parking.
5. **Restaurants, Coffee Shops and Bars:** coffee shops, cocktail lounges or other places serving food and/or alcoholic beverages (excluding drive-in eating places that serve customers in their vehicles, which are prohibited).
 - a. Restaurants serving alcohol will have limited hours of operation to be determined by the P.O.A. Board.
 - b. Outdoor dining is encouraged, but outdoor music, outdoor speakers, live music and/or live advertising will require special review by the P.O.A. Board and shall be subject to the Noise Guidelines adopted thereby, the result of which might be approval or denial thereof.
6. **Medical and Dental Clinics and Professional Offices.** These uses may be located on the first or second level.
7. **Rental, Repair and Wholesaling Facilities.** These uses are allowed only in conjunction with any of the above uses, provided all activity is clearly incidental and accessory to the permitted uses and wholly conducted within the building. No purely warehousing and storage uses shall be permitted. These uses shall be located on the first level.
8. **Accommodations.:** Accommodations includes hotels, motels, and bed and breakfasts (subject to any applicable Sections of the LUR), limited in size to no more than 15,000 S.F., subject to any variance application to the P.O.A. Board.
9. **Public Parks and Plazas.** Public parks and plazas shall meet the following criteria:
 - a. The parks and plazas should have south-facing or west orientation;
 - b. Food and beverage service is or can be located nearby;
 - c. The parks and plazas should have water and/or Public Restrooms located within or near them;
 - d. The parks and plazas should be designed as places for activity and events;
 - e. The parks and plazas should be connected by developed and undeveloped paths to and from neighborhoods; and
 - f. Space for playgrounds is provided, where appropriate.
10. **Farmer's Market.** Any market established by an organization of farmers/producers to provide the opportunity for direct sales (by farmers or their representatives) of primarily Colorado-grown produce, with the possibility of

accessory sales of other agriculturally-related products, to wholesale or retail buyers at stalls or other similar structures of a temporary nature.

11. **Construction-Oriented Specialty Uses:** This type of use includes a paint store, tile/flooring store, locksmith, shop-craft industry, household appliance repair shop, garden shops, fabric and sewing supplies, provided all uses are conducted within the building (except garden shops), and provided a storefront is utilized, maintained and accessible to the general public. These uses shall be located on the first level.
12. **Propane Refilling Station.** This is a use incidental to a primary business use that provides new tanks and the re-filling of propane tanks for residential applications. These uses must be located on the first level and shall be screened from view.
13. **Residential Dwelling Units.**
 - a. Village Center Core: multi-family dwelling units and row houses subject to the limitations set forth herein.
 - b. Village Center Perimeter Lots: single-family, duplex, row houses and multi-family dwellings are allowed as well as mixed-use buildings.
14. **Home Occupation.:** Home occupations shall be allowed in the CB South Special Area in accordance with the Crested Butte South Home Occupation Regulations.
15. **Wireless Communications Facilities.** This use is permitted provided they are installed on buildings, do not exceed the maximum building height, and are designed to blend into the design of the structure, with screening provided where possible.
16. **Outdoor Commercial Vending/Vending Carts.** These types of vending carts shall be permitted in accordance with any P.O.A. adopted vending cart regulations.

B. Residential Lots. Any residential lot within the CB South Special Area shall be used only for the following purposes:

1. Single family and duplex dwelling residential use.
2. Multi-Family dwelling uses, subject to meeting the applicable requirements of the Regulations. Multi-family buildings shall only be allowed in the ~~3rd~~-1st and 2nd 4th Filings.
3. Home occupations, subject to the Crested Butte South Home Occupation Regulations.
4. Accessory Apartments that meet the requirements in Section C below and the Residential Design Standards.



- C. Accessory Apartments.** Detached or attached accessory apartment dwelling units shall be allowed in all residential areas, subject to the following:
1. The total Floor Area of the Dwelling Unit area of the unit is no greater in size than one-third (1/3) of the total dwelling area of the single-family unit up to a maximum of 1,000 sq. ft.
 2. Legal title to the accessory dwelling unit and the single-family unit is held in the same name during the period of ownership thereof.
 3. Parking for the accessory apartment and the primary dwelling units is provided in accordance with the Covenants and Restrictions and the CAMP.
 4. The primary single-family dwelling exists or is being concurrently constructed.
 5. Provide separate access to the unit, a kitchen facility separate from the main single-family dwelling unit; and
 6. If detached, be located on a lot so as to minimize visual impacts to existing buildings on lots immediately adjacent to the proposed unit to the extent practical.

5.3 Prohibited Uses. The following uses and operations are prohibited:

- A.** Any and all Industrial uses.
- B.** Manufacturing uses are prohibited except that the following types of light manufacturing uses shall be permitted subject to the development minimizing and mitigating any adverse impacts to the community and there is a primary on-site retail use:
1. Breweries, Vintner and Distillery;
 2. Coffee roasting and manufacturing;
 3. Food or greenhouse production (excluding marijuana growing or production of marijuana- based goods which are prohibited);
 4. Mountain sports equipment or gear manufacturing;
 5. The P.O.A. Board may approve other light manufacturing businesses if the P.O.A. Board determines that the proposed light manufacturing business is in compliance with the CAMP, fits within the community and provides mitigation for any adverse impacts.
- C.** Propane Tanks. Propane tanks that support a building's mechanical system shall not be permitted.
- D.** Water Wells. Any drilling for water except as permitted by the CB South Metro District.



- E.** Adult-Oriented Businesses. Adult-oriented businesses shall not be allowed within 1,000 feet of any of the following uses: a residence; a public park or playground; recreational facility; child care center; place of worship or assembly; or a school.
- F.** The parking or storage of heavy equipment, such as, excavation or earthwork machines, trailers in excess of 24 ft., specifically designed for executing construction tasks, is prohibited on any residential or commercial lots within Crested Butte South, except as may otherwise be permitted for temporary construction projects.
- G.** Any use not explicitly listed as an allowed use in Section 5.2, or determined by the P.O.A. Board to be similar in character and impact to an allowed use.

5.4 Temporary Uses and Structures

All temporary uses and structures in the CB South, including temporary greenhouses, shall be reviewed and approved by the P.O.A. Board on a case-by-case basis, and shall be subject to the Covenants and Restrictions.

5.5 Special Events

All special events shall be subject to application process, fees, review, and approval or denial by the P.O.A. Board.

5.6 Non-Conforming Uses

All non-conforming uses shall be subject to the applicable Section(s) of the LUR.



SECTION 6. DEVELOPMENT REVIEW PROCESS & PERMITS

6.1 Permits and Payment of Fees and Taxes Required Before Improvements

No improvements shall be commenced, erected, placed, altered, or maintained on any lot by any owner or occupant until the use has received DRC approval or POA approval, and plans and specifications have been submitted to and approved in writing by the DRC, and, as applicable, a Building Permit is issued by Gunnison County. No development or improvements shall be commenced, erected, placed, or altered, on any lot by any owner or developer until the following have been obtained:

- A. Payment of all Crested Butte South P.O.A. Fees.** All Crested Butte South P.O.A. associated fees and consulting review expenses as set forth on the fee schedule have been paid.
- B. Final Plans Approved by DRC.** Final plans have been submitted to and approved in writing by the DRC.
- C. Payment of all Gunnison County Taxes and Fees.** All real property taxes and other Gunnison County fees have been paid.
- D. CB South Special Area Permit.** A CB South Special Area Permit has been issued by the P.O.A. Manager, pursuant to Section 6.4.
- E. Gunnison County Administrative Land Use Change Permit and Building Permit.** An Administrative Land Use Change Permit and, as applicable, a Building Permit have been issued by Gunnison County, pursuant to Section 6.3 of the Regulations.

6.2 Design Review Committee

As set forth in the above Definitions, the DRC is a five (5) person Committee (with 2 alternates) authorized to review and act on permit applications and plans for improvements within the CB South Special Area to ensure compliance with the CAMP. The DRC shall be composed of, at a minimum, one (1) and no more than two (2) CB South Village Center lot owners, at least two (2) residential lot owners, and no more than one P.O.A. Board member, all of whom are appointed and may be removed for good cause by the P.O.A. Board.

6.3 CB South Special Area Permit

A CB South Special Area Permit is required before any development or improvements can be made to a lot. The CB South Special Area Permit indicates that a development project is in compliance with these Regulations. CB South Special Area Application shall be processed as follows:

- A. Permit Application.** The applicant shall submit the plans, information and studies as set forth in the P.O.A. approved CB South Special Area Application.
- B. Review Process.** The following review process shall apply to all CB South Special Area Permits:
 - 1. Submittal of Application.** The applicant shall submit to the P.O.A. a complete

application as set forth on the CB South Special Area Application.

2. **Determination of Completeness.** The P.O.A. Manager shall determine whether the application is complete and includes all information required by the CAMP. It is the goal, but not the requirement of the CAMP that this review be completed within 14 days of the submittal of the application.
 - a. **Application is Not Complete.** If the application is not complete, the P.O.A. Manager shall inform the applicant of the specific deficiencies in writing by mail, fax, or e-mail and shall take no further action on the application until the deficiencies are remedied.
 - b. **Failure to Correct Constitutes Withdrawal.** If the applicant fails to correct the deficiencies within sixty (60) days of the date of the notification that the application was incomplete, the application shall be considered withdrawn.
3. **Application is Complete.** The P.O.A. Manager shall certify when an application is determined to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of the CAMP.
4. **Request for Review by DRC.** The P.O.A. Manager shall refer the complete application to the DRC, which shall complete its review as provided for herein.
5. **Request for Review by Other Agencies or Departments.** At the same time the application is being referred to the DRC, the P.O.A. Manager may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including Gunnison County offices and departments, State of Colorado, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, planners, and legal consultants. In all cases where water and sewer service are required, or when landscaping, sidewalks, and lighting will be proposed within the public right-of-way, then review and approval by the CB South Metro District will be required prior to the DRC's design review. In addition, all development shall be reviewed and approval by the Crested Butte Fire Protection District for compliance with the adopted Fire Code. Any fees associated with these additional reviews must be paid by the applicant prior to the issuance of a certificate of approval.
 - a. **Review and Comment by Review Agencies.** The review agencies sent a copy of the application shall be requested to make comments within 14 days of mailing by the P.O.A. Manager, unless an extension of not more than 14 days has been requested by the agency before the 14th. The P.O.A. Manager may grant such a reasonable extension if he/she determines that good cause for the delay has been shown. The failure of



any agency to respond within 21 days or within the period of extension shall be deemed no objection of the application by the agency.

- b. Review of Agency / Department Comments by Applicant.** The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the DRC may, after the changes, refer the application again to some or all review agencies to obtain additional comments, and may reasonably extend the period of their review accordingly. In addition, the DRC may require a new application fee if the changes are substantial to cover the costs of re-processing the project.
- 6. Notice to Public of Proposed Design Review.** At least fourteen (14) days prior to a design review, notice shall be given to the public that a design review for a Special Area Permit has been scheduled by posting of the property (commercial and residential) on the website and by notice within the official newspaper of the Town of Crested Butte, Colorado, identifying a 14-day public comment period, during which comments may be submitted in writing to the DRC.
- 7. Notice to Public of Variance Requests or Proposed Multi-Family Residences of Three or More Units.** Any variance request or change in use from a vacant lot, single-family, or duplex residential use to multi-family residential use of three (3) or more units requires a public hearing before the P.O.A. Board. Notice shall be given to the public by posting on the subject property; by certified letter sent to all immediately adjacent property owners, including those property owners located immediately across a street; and by notice within a legal newspaper of general circulation serving the subdivision, on the website, identifying a 14-day public comment period, during which comments may be submitted in writing to the P.O.A. Approval from the P.O.A. Board must be received prior to any DRC review of the project.
- 8. Action by the DRC and P.O.A. Manager.** Within 14 days of having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the P.O.A. Manager shall schedule a DRC meeting to review the project. Upon completion of its review, the DRC shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of the CAMP, setting forth in writing the reasons for its decision. Conditions of approval shall include, but not be limited to, the applicant(s) obtaining and complying with all applicable federal, State of Colorado, Gunnison County and other permits required for the project.

 - a.** DRC approval is valid for only twelve (12) months.



- b. An extension of the DRC approval for up to an additional twelve (12) months shall require a written request to the P.O.A. Manager a minimum of thirty (30) days prior to the expiration of the DRC approval. The P.O.A. Manager shall determine whether the project will be subject to a new review by the DRC. Consideration for extensions will include, but not be limited to, whether the CB South architectural guidelines have changed since the original date of plan approval.
 - c. Any extension request shall be accompanied by a new design review fee as determined by the P.O.A. Board which is not refundable.
9. **Recordation of Certificate of Approval & Proof of Building Permit Issuance.** Application can be made to the Gunnison County Planning Department for a Land Use Change Permit and building permit as soon as the CB South Permit is approved.
- a. Within five (5) business days of issuance of a building permit by Gunnison County, the applicant shall provide a copy of said building permit to the P.O.A. as notice that construction may begin. Any recordation fees shall be paid by the applicant.
10. **Appeal.** A decision by the P.O.A. Manager or DRC on a CB South Special Area Permit application may be appealed by referral to the P.O.A. Board.
- a. **Written Appeal.** An appeal by the applicant or any CB South property owner may be submitted to the P.O.A. Manager no more than fourteen days (14) after the date which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The complete appeal shall be submitted in writing, stating the basis for the appeal and the relief that is requested, and shall include materials to support the appeal. The appeal shall become part of the record.
 - b. **Board Consideration of Appeal.** The appeal shall be considered by the P.O.A. Board at a regularly scheduled meeting within 30 days after the date the written appeal was filed. In the event that a P.O.A. Board member acted as a DRC member during the review of the project subject to the appeal, then said P.O.A. Board member shall recuse him or herself from the P.O.A. Board during the appeal meeting and deliberations.
 - c. **Notice of Meeting.** The P.O.A. shall, by notice within a legal newspaper of general circulation serving the subdivision, and by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the original review process on the application for which an appeal of action has been filed, anyone who testified at the public hearing or submitted written comments on the application. The notice shall include the date, time, and place of the public meeting.



- d. **Board Decision.** The P.O.A. Board shall affirm, affirm with modifications, or reverse the original action in writing, setting forth its reason for the decision.
- 11. **Modification or Reversal of Original Action.** The original action shall only be modified or reversed if the appellant establishes, by a preponderance of the evidence based on the record of the review body, that:
 - a. **No Credible Evidence.** There is no credible evidence in the record to support the original decision; and/or
 - b. **Original Action Inconsistent with CAMP.** The original action was inconsistent with the applicable requirements of the CAMP, Covenants and Restrictions or other regulating documentation for Crested Butte South; or
 - c. **Review Body Action Inappropriate.** The review body exceeded its jurisdiction or abused its discretion.
 - 12. **Board Decision Shall be Final.** However, the P.O.A. Board's decision may be appealed to the Gunnison County Planning Department.
 - 13. **Occupancy.** In no instance shall occupancy be allowed in CB South prior to the final/official issuance of the Certificate of Occupancy by the Gunnison County Building Department.
- C. Standards for Approval.** The DRC shall approve an application for a CB South Special Area Permit if it finds the application complies with the following criteria:
- 1. **Compliance with the CAMP.** The use shall comply with all applicable standards and provisions of the CAMP, Covenants and Restrictions, and other governing documents of Crested Butte South.
 - 2. **Compatibility with Community Character.** The proposed land use shall be both architecturally and functionally compatible with, or an enhancement of, the character of existing land uses in the CB South Special Area, and it shall avoid excessive similarity and dissimilarity with existing structures, and it shall not cause undue noise, dust, fumes, odor, explosion, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.
 - 3. **No Significant Net Adverse Impacts Offsite.** The proposed land use shall not create significant net adverse impacts including but not limited to: changes to existing water quality, air quality in the impact area, soils and geologic conditions within the impact area, existing land uses, public services and facilities, and government expenditures, public roads and their uses, including hours during which vehicles related to the project will be operating, impacts on adjoining or other affected lands in the subject area, visual impacts, and the amount of surface acreage disturbed and its location.



4. **Compliance with Any Previous Approvals.** The development application complies with any previous approved plans and conditions approved for the site still in effect.
- D. The DRC shall base its decision, among other factors, upon the compliance with criteria found within the CAMP, Covenants and Restrictions, as well as other CB South governing documents, including but not limited to: compliance with site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, location and use of proposed improvements upon adjacent lots, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of the CAMP.

6.4 Variance Applications

Variances from Section 7: General Standards for All Development, Section 8: CB South Village Center Design Principles and Standards and Section 9: Residential Design Standards all as set forth herein may be issued by the P.O.A. Board subject to the requirements of this section. Variances for lots located in all Crested Butte South Subdivision will be heard by the P.O.A. Board in accordance with the process set forth below and do not require an additional hearing by Gunnison County. Variance requests can be processed concurrently with the Special Area Permit application. Variances may be granted from dimensional standards, but not for any change in land use. Any change in land use must be approved by Gunnison County, as well as the P.O.A. Board. All decisions shall be in writing, and shall be recorded by the P.O.A. in the official records of Gunnison County at the applicant's expense.

- A. **Variance Application.** The applicant shall submit the plans, information and studies as set forth in the P.O.A. approved CB South Variance Submittal Form.
- B. **Review Process.** A variance application will be processed generally using the steps and provisions set forth under Section 6.3 (as solely determined by the P.O.A. Manager), including the submittal of the application, determination of completeness, consultant or agency review and referrals, public notice, action and recordation. There is no appeals process for a variance since the P.O.A. Board is the review authority for granting variances.
- C. **Consideration of Variance.** The P.O.A. DRC and Board will hold public hearings. The DRC shall make a recommendation to the P.O.A. Board, and the P.O.A. Board will act on variance applications based on the following findings of fact and will have the final authority to grant variances when all of the following have been met:
1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular lot/property for which the applicant desires a variance and do not apply generally to all uses.
 2. That such special circumstances were not created by the applicant.



3. That the granting of the variance will be in general harmony with the purposes of the CB South Special Area and the CAMP, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent properties, to the neighborhood, or to the public welfare in general.
4. The variance applied for does not depart from the provisions of the CAMP or Covenants and Restrictions, any more than is required to accommodate the unique aspect(s) of the lot/property.

D. Granting of Variance. The P.O.A. Board may grant a variance so as to relieve those special circumstances, difficulties or hardship(s) as based on the findings of fact.

6.5 Gunnison County Land Use Change Permit and Building Permit

A development that has obtained a Crested Butte South Special Area Permit in compliance with the CAMP shall be required to secure a Land Use Change Permit and, as applicable, a Building Permit from Gunnison County. Such development shall be classified, reviewed and permitted at no higher impact classification than as an Administrative Review Project That Requires a Land Use Change Permit, pursuant to the applicable sections of the Gunnison County Land Use Resolution, except that no additional Gunnison County noticing requirements are needed.

A. Gunnison County Permit Application not Complete without CB South Special Area Permit. No application for a Gunnison County Land Use Change Permit nor a Building Permit shall be accepted as complete by Gunnison County without an approved Crested Butte South Special Area Permit.



SECTION 7. GENERAL STANDARDS FOR ALL DEVELOPMENT

This Section establishes the general standards required of all development by which applications for CB South Special Area Permits will be reviewed. These standards are intended to implement the Purpose set forth above in Section 1.2. The following requirements shall apply to the CB South Special Area unless a section states that it only applies to the CB South Village Center.

7.1 Building Code

All buildings and structures proposed to be built in the CB South Special Area shall meet all applicable building codes adopted and amended by Gunnison County.

7.2 Geological Hazard Study

A comprehensive geologic hazard study was conducted by Fox & Associates, Inc., on December 5, 1980, entitled "Subsoil and Engineering Geology Investigation, Crested Butte South Subdivision, Filings 1 through 4". Due to landslide and potentially unstable slopes being present within Second, Third and Fourth Filings the report recommended that individual site-specific studies be performed to evaluate the local geology, potential construction, road cuts and provide recommendations to minimize problems. As part of the building permit submittal, Gunnison County may require area assessments on each individual lot/property located within a geological hazard area, as mapped by the Colorado Geological Survey. It shall be the policy of the P.O.A. to inform contractors/builders/residents/owners if their particular lot will likely require such a study in the design review process. That being said, the POA's statement to an owner that his or her lot may require a soils or similar study or test is not to be construed as an opinion of a construction professional. Further, development in areas subject to geologic hazards shall be subject to the applicable requirements of the LUR.

7.3 Noise and Construction Hours

Every use in the CB South Special Area must comply with the *Noise Guidelines for Crested Butte South*.

7.4 Odors

No use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors, as determined by state statutes. Ventilation and control of odor and fumes may be required by the DRC.

7.5 View Obstructions to Motorists

The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any retaining wall, earthen berm, bank, hedge, shrub, bush, tree or other improvement, natural or artificial, placed or located on any lot if the location of the object will, in the determination of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the CB South Special Area. Any such removal or relocation will be done at the Owner's expense.



7.6 Site Maintenance

- A.** A lot owner, or owner of improvements on a lot, shall maintain that lot or improvements in a clean, safe and orderly condition and in compliance with any P.O.A approvals granted under the CAMP or the prior land use regulations. If the owner fails to perform any acts of maintenance or repair, the owner will be in non-compliance with the CAMP and subject to the enforcement provisions of the P.O.A.
- B.** Neither the P.O.A. nor any of its designees or employees or agents shall be liable for any incidental or consequential damages for failure to inspect any lot or improvements or portion thereof or to repair or maintain the same.

7.7 Stormwater Management

- A.** The provisions of this section apply to any commercial, mixed-use, multi-family development, or other use allowed herein; except that this section does not apply to single-family or multi-family development.
- B.** There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such ponds shall be constructed according to an approved site development plan approved by a licensed engineer in the State of Colorado. All development in areas subject to flood hazards shall be subject to all applicable sections of the LUR. Wherever possible, aesthetically-pleasing wetlands shall be created to improve water quality and to slow water down and filter it before leaving the site. The applicant shall provide the following.
- C.** In addition to the drainage plan, a drainage study shall be required for projects in excess of 10,000 S.F. of created impervious surface area. Such study, if required, shall be subject to review and approval by Gunnison County Community Development Department.
- D.** The owner shall provide storm sewers, culverts and other runoff control structures as indicated on the drainage plan or determined necessary by the drainage study. Such structures shall be included in a designated easement, if required by Gunnison County.
- E.** The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in an on-site system. All costs associated with handling runoff generated by a development shall be paid for by the owner of the development.

7.8 Wireless Telecommunication Devices and Structures

Installation of wireless telecommunication devices and structures within the CB South Special Area shall be required to comply with the applicable requirements of the CAMP and LUR and are only allowed in the CB South Village Center or on a CB South P.O.A. or CB South Metro District property. The P.O.A. Board may also approve an overall wireless network using the public rights-of-way utilizing pole antennas that are designed to fit within the community.



7.9 Mechanical Systems

Mechanical systems must be screened from public view. No mechanical systems shall be the prominent feature on any roof line as viewed from public rights of way. Additionally, all mechanical systems and building protrusions shall be painted a dark color or similar color to the surface through which they protrude.

7.10 Solid Fuel-Burning Devices

- A.** No solid-fuel-burning device shall be installed within any structure or building or on any property unless such device is an approved solid fuel burning device, as certified to meet the E.P.A. Phase II Rated particulate emissions rate standard by the United States Environmental Protection Agency (E.P.A.), Gunnison County standards, or any subsequent standard established by the E.P.A., or is certified to meet those standards by a testing laboratory accredited by the E.P.A., or is approved by the Colorado Air Quality Control Commission.
- B.** The maximum number of devices allowed shall be as follows:
- 1. Single Family Residence.** Any single-family residential structure, including detached condominiums and townhouses not in multiple-family buildings, and manufactured for which a building or manufactured home permit is issued after the effective date of the LUR shall be allowed to install one approved solid-fuel-burning devices per single family residence. An integrated secondary residence does not qualify for devices in addition to those identified above for the primary residence. Further, each half of a duplex does qualify for a single device.
 - 2. Multi-Family Residences, Hotels, Commercial and Institutional Buildings.** No solid-fuel-burning device shall be allowed in individual units of multiple-family buildings, hotel/motel units, or commercial buildings, except that one approved solid-fuel-burning devices may be installed per building for a common amenity area.
 - 3. Installation.** Any solid-fuel-burning device shall be installed pursuant to the standards and specifications defined by the manufacturer of that device, or shall meet the clearances specified in the Uniform Mechanical Code or subsequent applicable code adopted by Gunnison County.

7.11 Energy Conservation must comply with IECC

Buildings shall comply with the Gunnison County adopted International Energy Conservation Code (“**IECC**”) or other applicable code, as adopted. Before beginning any project, property owners are encouraged to talk with local resources on energy efficiency for a better understanding of the latest technologies and potential energy savings and/or tax rebates on energy systems. Passive solar design is encouraged.

7.12 Utility Connections

All utility connections, including all electrical, cable, fiber optic and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. Transformers, electric, gas or other meters of any type, or other utility apparatus, shall be adequately screened, fenced, buffered or protected and all installations shall be subject to

the prior approval of the DRC. Additionally, all meters and pipes near or on a structure, exclusive of the glass areas, shall be painted a dark color or similar color to the surface that they are closest to in order to blend with their surroundings if allowed by the mechanical specifications and utility agencies.

7.13 Water Quality and Wetland Areas

Development in areas identified as wetland areas or areas that may impact quantity, quality or dependability of water resources shall be subject to the applicable sections of the LUR.

7.14 Wildfire Hazards

Development shall be subject to the most current and applicable sections of the LUR. Additionally, owners are encouraged to review their plans with the Crested Butte Fire Protection District before submitting an application to the DRC. All owners should consider the mitigation recommendations for their properties (defensible space) for areas outside of hazard areas as delineated in the “*Colorado State Forest Service’s protect your home from wildfire - it’s your responsibility*” available at on the Gunnison County website, or other replacement publication(s).

7.15 Wildlife Habitat Areas

Development in areas identified to be sensitive wildlife habitat areas shall be subject to all applicable sections of the LUR.

7.16 Ridgelines

Development on ridgelines shall be subject to the LUR, including the definition of ridgelines.

7.17 Snowplowed Access

Development of land beyond snowplowed access, as defined in the LUR, shall be subject to the LUR.

7.18 Onsite Wastewater Treatment Systems (OWTS)

All residences and commercial structures must be connected to the Crested Butte South Metropolitan District’s sewer system. In the event that the CB South Metro District is unable to serve a lot, then that lot owner will be required to obtain an OWTS permit through Gunnison County prior to approval.



SECTION 8. CB SOUTH VILLAGE CENTER DESIGN STANDARDS

This section establishes the CB South Village Center Design Standards (“Center Standards”) that are the standards by which applications for CB South Special Area Permits will be reviewed and approved for development within the CB South Village Center. The Center Standards are intended to implement the CAMP Purpose outlined in Section 1.2, the Village Center Vision and Goals and the General Design Principles.

8.1 CB South Village Center Vision and Goals

The CB South Village Center Standards are based on achieving the following Vision and Goals.

Vision for the Future. The CB South Village Center is the community’s cultural and social focal point that also provides for economic vitality including desired and needed businesses: a diversity of housing types; a variety of public spaces that encourage social and community interaction; a well-connected intermodal transportation system; and for sustainable design that incorporates the surrounding scenic beauty.”

Goals

- A. Architectural Design** (homogeneous vs. creative). The CB South Village Center will provide a western or mountain modern design while allowing for creativity, flexibility and evolution over time.
- B. Community Amenities.** The CB South Village Center will provide a variety of community amenities needed and desired by CB South residents.
- C. Financing.** Projects shall be financed so as to ensure development equitably pays for needed infrastructure while also encouraging the desired land use pattern by supporting available financial incentives for development.
- D. Housing.** The CB South Village Center will provide a variety of housing types for varying income levels found in the greater Crested Butte community.
- E. Infrastructure** (water needs, sewer capacity, access roads, snow storage, internet parking). The development of the CB South Village Center will ensure adequate infrastructure is provided for development in the area.
- F. Land Use** (live/work, types of uses, percent mix). The CB South Village Center will provide for a variety of land uses with the amount of commercial area in balance with the current and future population of the greater Crested Butte community.
- G. Sustainability.** Development within the CB South Village Center should provide for economic vitality, green building in line with Gunnison County-adopted building and energy regulations, a diversity of housing, and other needed community services where possible.
- H. Transportation** (bus, pedestrian, bicycle, etc.). The CB South Village Center will provide a well-connected intermodal transportation system that is connected to the Gunnison



Valley transit systems.

8.2 General Design Principles

The General Design Principles that shall apply to all development (commercial, residential, and mixed-use) in the CB South Village Center are as follows:

- A.** The CB South Village Center shall have a center focus and be integrated with housing, shops, work places, offices, schools, parks, plazas, and other civic facilities essential to the daily life of the CB South residents.
- B.** The CB South Village Center shall be designed so that housing, jobs, daily needs and other activities are within easy walking distance of each other.
- C.** The CB South Village Center shall connect with the larger regional transit network, with transit stops located as close as possible to activity centers and commuter parking locations.
- D.** The CB South Village Center shall contain a diversity of housing types to enable people from a wide range of economic levels and age groups to live within its boundaries.
- E.** The CB South Village Center shall provide a variety of businesses that can provide a range of job types for CB South residents, minimizing the need to import workers with specialized skills.
- F.** The CB South Village Center shall contain open space in the form of squares, plazas, greens and parks whose frequent use and social interaction is encouraged through placement and professional design.
- G.** Streets, pedestrian paths/sidewalks and bike paths shall contribute to a system of fully-connected, safe, and interesting routes to and through the CB South Village Center.
- H.** Streets shall be narrow and spatially defined by buildings, trees and lighting to discourage high speed traffic.
- I.** The CB South Village Center shall provide the efficient use of water through the use of natural drainage, drought tolerant landscaping and other water saving/conservation methods.
- J.** The street orientation, the placement of buildings and the use of shading shall contribute to the energy efficiency of the CB South Village Center. Materials and methods of construction shall be specific to the Crested Butte area, exhibiting a continuity of history and culture and compatibility with the climate to encourage the development of local character and mountain community identity. The CB South Center shall promote a compact commercial, mixed-use and multiple-family development pattern that discourages sprawl, in which denser and more intense forms of commercial, mixed use and multiple-family residential development will only occur contiguous to, or in close proximity to, or within the CB South Village Center. Multi-Family residential development is encouraged to develop in proximity to and within the CB South Village Center and is allowed in the First and Second Filings only.



8.3 Single-Family Dwellings in the Village Center Perimeter Lots.

- A.** All Single-Family Dwelling owners in the Village Center Perimeter Lots are aware they have built or will be building in an area envisioned for commercial, mixed-use and multiple-family dwellings, with activity, noise, parking areas, smells, traffic, large building massing and similar impacts.
- B.** New single-family homes, remodeling and additions shall be evaluated pursuant to the Crested Butte South Residential Design Guidelines.

8.4 CB South Village Center Design Theme

- A.** Architecture will establish a strong image and sense of place for the community.
- B.** All new buildings or complete remodeling of existing buildings shall have an authentic western or mountain modern design while allowing for creativity, flexibility and evolution over time.
- C.** Architecture and landscaping will present a western or mountain modern design and reflect building forms common to high alpine regions while fitting in with already approved architectural design in the CB South Village Center.

8.5 General Conformance with the CB South Village Center Strategic Plan

- A.** All development shall generally conform to the CB South Village Center Strategic Plan, shown in Figure 8-1.

8.6 Required Land Uses

- A.** Development within the CB South Village Center shall meet the following requirements consistent with the CB South Village Center Strategic Plan.
 - 1. Commercial Building Zone.** Development within the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be designed with the Commercial Building Zone Standards and other standards set forth in this Section.
 - 2. Active Ground Floor Use Zone.** Development within the Active Ground Floor Use Zone as shown on the CB South Village Center Strategic Plan shall be designed to meet the Commercial Building Zone Standards and the following standards:
 - a.** The first or ground floor use of a building located in the Active Ground Floor Use Zone shall be a commercial use as allowed by the Regulations.
 - b.** Second floor uses may be any use as permitted by the Regulations.
 - 3. Village Center Core Residential Zone.** Development with the Village Center Core Residential Zone may be developed with multi-family buildings, commercial development or mixed-use development pursuant to the CAMP.



4. **Village Center Perimeter Lot Zone.** Development within the Village Center Perimeter Lot Zone as shown on the CB South Village Center Strategic Plan may be developed in accordance with the CAMP.

8.7 DRC Specific Approval

Where the CAMP allows the DRC to grant a specific approval, the DRC can grant approval of a site specific plan that does not meet the requirements of a section if such section allows the DRC to grant a specific approval. The determination of approving or denying a specific project is a subjective determination of the DRC based in its sole discretion.

8.8 Dimensional Standards

A. Dimensional Standards for the CB South Village Center

Dimensional Standard	Requirement
Minimum Lot Area	2,500 sq. ft.
Minimum Lot Width	25 feet
Maximum Floor Area Ratio	1.68:1 ²
Open Space Required	None
Minimum Floor Area	1,500 sq. ft.

¹ Can be varied by the DRC for larger buildings through the variance process with findings that the Vision and Goals and Design Principles as articulated herein will be met.

² Example: 10,000 sq. ft. lot allows for maximum of 16,800sq. ft. of floor area.

8.9 Minimum Setbacks

- A.** No building or any portion thereof (except street frontage roof overhangs) shall be placed on any lot nearer to the front, side or rear property line than as set forth below:

Area	Front	Rear	Side
Village Center Core Lots	0' ¹	15' ⁵	0'-5' ²
Village Center Perimeter Lots with Commercial or Mixed Uses	0' ³	25'	7.5'
Village Center Perimeter Lots with Residential Only Uses	15'	25'	7.5'
Parking Area Setbacks	0' ⁴	0' ⁴	0' ⁴

¹ A zero foot (0') front yard setback is required for development in the Village Center Core Lots to have continuous buildings located along the front property line unless an active space is provided in front of the building (dining area, seating area, etc.) in which case the maximum setback allowed will be 15'.

² Side setback subject to application of adopted Fire Code requirements.

³ A zero foot (0') front yard setback is required for development in the Village Center Perimeter Lots to have continuous buildings located along the front property line unless an active space is provided in front of the building (dining area, seating area, etc.) in which case the maximum setback allowed will be 15'.

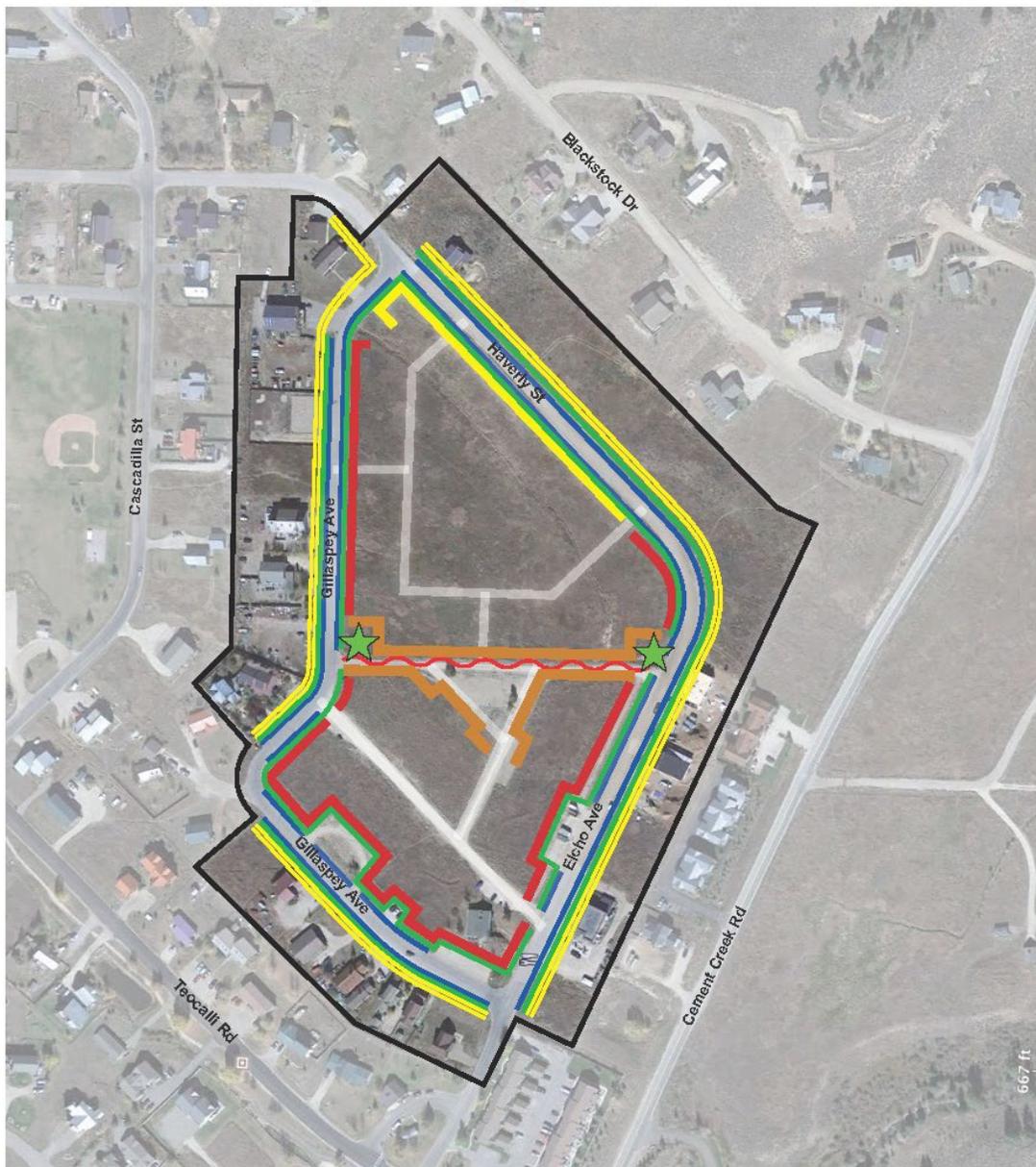
⁴No parking area setback is required provided off-site snow storage can be provided in accordance with the CAMP and Gunnison County requirements and the parking area has adequate landscape buffering if such is required by the DRC. On street parking may cross over a property line if it is approved in accordance with Section 8.12(A)(3).

⁵Rear setback may be reduced to 0' for Village Center Core Lots if common parking, trash/recycling, snow storage and other common areas are provided to serve the development.



Figure 8-1. CB South Village Center Strategic Plan (Refer to Legend on Mirrored Page)

Crested Butte South Village Center Strategic Plan



- | | |
|--|---|
|  Bookend Plaza / Pocket Park |  Village Core Residential Zone |
|  Commercial Building Zone |  Village Center Perimeter Lot Zone |
|  Active Ground Floor Use Zone |  Sidewalks |
|  Village Main Street |  On-Street Parking |



Figure 8-1. CB South Village Center Strategic Plan

Crested Butte South Village Center Design Intent



 **Bookend Plazas & Pocket Parks**
Plaza space activates the commercial core, offers flexible uses and provides south facing locations.



 **Commercial Building Zone**
A commercial style building form requirement allows for residential or commercial use.



 **Village Core Residential Area**
Predominantly residential multi-family apartments, stacked flats and townhomes.



 **On-Street Parking & Sidewalks**
On-street parking provides access to local businesses and a safety buffer for pedestrians.



 **The Village Main Street & Active Ground Floor Use Zone**
Pedestrian-focused street, shops and active uses on both sides, bookended by plazas and pocket parks, cars can access, but the design encourages slow driving and prioritizes pedestrian traffic.



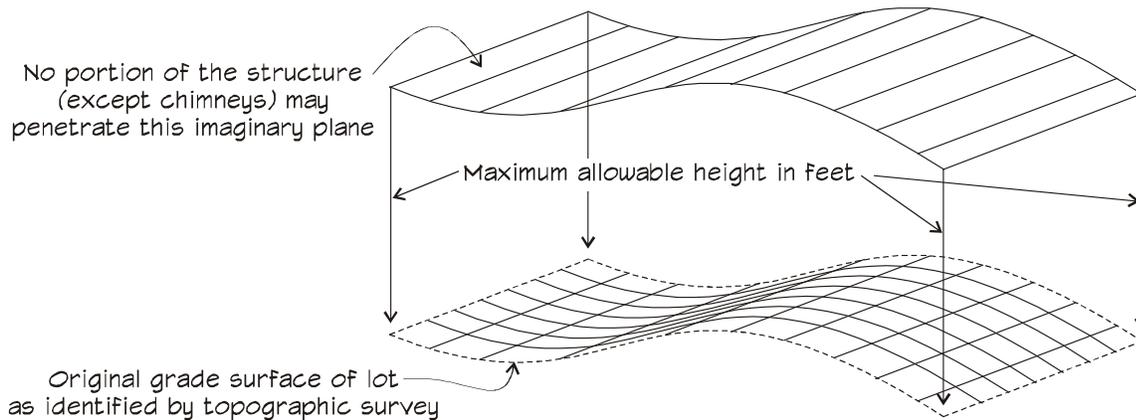
- B. Setback Exception for Zero Lot Line Development. If a single building is constructed on two or more lots with a party wall or shared common wall on the lot line, no side yard setback is required from shared interior lot lines.
- C. Setbacks for Parking Areas and Driveways in the CB Village Center. None provided snow storage and landscape buffering can be demonstrated in accordance with the CAMP.
- D. Awnings and signs are allowed to extend beyond the property line into the right-of-way with specific approval from the DRC, considering safety and the need for summer heat reduction, and the execution of an encroachment permit.

8.10 Building Height

- A. **Commercial Buildings in the Village Center Core.** Buildings in the Commercial Building Zone as shown on the CB South Village Center Strategic Plan Village Center Core buildings shall be no more than two (2) stories above finished grade with a maximum building height of 35 feet. Basements do not count as a story but must comply with the maximum height limit.
 - 1. If the maximum number of stories is increased per the Covenants and Restriction, building height shall be per the adopted resolution of the Board of Directors for Crested Butte South Property Owners Association.
- B. **Residential Only Buildings in Village Center Core.** Residential only buildings located in the Residential Zone shall be no more than two (2) stories above finished grade with a maximum height of 35 feet. (roof slopes of 2:12 or less). Basements do not count as a story but must be considered in calculating the maximum height.
- C. **Village Center Perimeter Lot Buildings.** Buildings located within the Village Center Perimeter Lots shall not exceed two stories or 32 feet for all roof forms.
- D. **Measurement and Exceptions.** Building height shall be measured vertically at a right angle to the horizon line from any point on a proposed or existing highest roof ridge (including but not limited to the roofing membrane) to the natural grade or finished grade, whichever is more restrictive, located directly below said point of the roof or eaves.
- E. **Covenant Change to Increase Height.** The building height limitations in allowable feet and stories set forth in this section may be changed in accordance with any amendment to Covenants and Restrictions.



F. Figure 8-2. Building Height Measurement



1. If the P.O.A. staff determines that there are minor irregularities in the natural grade, these areas shall not be used in determining compliance with the building height limitation set forth herein, and the surrounding typical natural grade shall be used.
 2. Window wells and similar building appurtenances installed below grade that extend out five (5) feet or less (as measured from the outside of retaining wall) shall not be counted as the finished grade for the purposes of calculating building height if such features do not add to the perceived height of a building. Garage entries are also not counted as lowest grade for determining building height.
- G.** No portion of any structure (except as provided for in Subsection E below) shall exceed a true vertical dimension of the heights prescribed below, as measured vertically from the existing grade directly below.
- H.** Existing grade shall be based a certified topographic survey of the building site with one (1) or two (2) foot contour intervals in a United States Geological Survey (“USGS”) datum prepared by a Colorado professional licensed land surveyor.
- I.** In the case of highly irregular topography not caused by man-made impacts within the existing site development area, an average slope may be used (see below). On any lot/property exhibiting evidence of cut or fill grade not authorized by the P.O.A. the applicant may be required to provide a professional soil analysis to determine the natural grade. No excessive fill, excavation or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement.
- J.** Unenclosed rooftop mechanical equipment may exceed the maximum height up to 4 feet over the maximum height provided such elements are screened from adjoining public rights-of-ways to the extent practicable. Elevator shafts may exceed the maximum height if they are located on the roof to screen and it is shown that such height is needed to meet elevator design specifications and the requirements of the adopted building regulations.

8.11 Building Design

The DRC may grant specific approvals for designs that vary from the following standards if the main intent and goals of the CB South Village CAMP are met.

A. Commercial Building Zone Standards

1. Buildings located in the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be designed with the following standards to ensure that initial residential uses can be easily converted to commercial uses:
 - a. First floor shall be designed with a height of 11' to 14' to the structural framing; and second floors with a height of 9' or more to the structural framing to the roof above.
 - b. The first floor street façade shall be designed with a predominantly clear glass exterior material. Tinted or mirrored glass is prohibited.
 - c. If a façade is greater than 60 feet, the façade for such a building shall provide substantial changes in wall and roof planes and new architectural building design to look as if each 60 feet is a new building on a separate lot).
 - d. When residential development is initially proposed on the ground floor, the first floor residential units are separate from dwelling units on the upper floors to allow for ease of conversion to future commercial uses. Egress on the front of the building for the upper floors via stairs will be limited on the front facades to maintain the desired commercial storefronts and predominant glass area.
 - e. An example of the desired commercial building in the Commercial Building Zone is shown in Figure 8-3.
 - f. All Commercial Building Zone floor area may have 100% residential use on first floor as long as the building is built to the commercial design standards and has elements of a commercial building.



Figure 8-3. Example of a Commercial Building in the Active Building Zone**B. Active Ground Floor Use Zone Standards**

1. Buildings located along the Active Ground Floor Use Zone as shown on the CB South Village Center Strategic Plan shall be designed in accordance with the Commercial Building Zone Standards set forth above.
2. At least 100% of the total ground floor gross floor area for building along the zone shall be dedicated to commercial land uses, excluding residential doorways to stairs or elevator access areas, utilitarian uses such as storage areas, mud rooms, and laundry areas for upper level residences
3. Commercial land uses shall be provided on the first or ground floor and be located in the in the front of the building in the Active Ground Floor Use Zone.
4. Windows on the first floor shall be transparent with clear glass to show the active commercial uses occurring inside.

C. Residential Zone Standards

1. Buildings located in the Residential Zone as shown on the CB South Village Center Strategic Plan shall be designed with the following standards:
 - a. Maximum front façade of 60 feet unless the design for larger building facades provides substantial changes in wall and roof planes and new architectural building design to look as if each 60-foot façade is a new building on a separate lot.

D. Village Center Perimeter Lot Zone Standards

1. Buildings within the Village Center Perimeter Lot Zone do not have special zone design standards but must comply with the applicable standards set forth herein.

E. Building Orientation

1. Front facades of all principle structures shall parallel the street.
2. On corner lots where the intersection is at 90 degrees, both street-facing facades shall be parallel to the intersecting streets. Other buildings shall be designed to have the front facade placed along the primary street or pedestrian area as determined by the DRC.
3. On curvilinear streets, the front façade of the principle building shall be parallel to the tangent of the midpoint of the arc of the street.
4. Buildings shall be oriented consistent with the lot direction.
5. Tall structures adjacent to plazas and parks, etc. shall provide architectural elements that step the building down to a pedestrian scale, such as decks, awnings, or other architectural elements.
6. Consideration shall be given to where shading will occur in the design of structures as this will be where snow accumulates in winter.
7. Building orientation may also be determined as a DRC specific approval.

F. Building Form and Massing

1. Building forms shall be primarily rectangular forms, or building forms that were found historically in the West.
2. Building facades shall provide visual interest, by incorporating awnings, transoms or other traditional features on the ground floor, and bays or balconies or other architectural detailing on upper floors.
3. Arcades, porches, bays and balconies are encouraged and may be provided to break up building massing. Bays and balconies shall be encouraged on the upper floors of mixed-use buildings.

G. Single-family and Duplex Form and Massing

1. Duplex residences shall be asymmetrical, and shall appear as one residence.
2. Garages shall be designed to be subordinate to the overall design.

H. Roof Design



1. Roof forms within a development and for individual buildings shall have varied ridgelines and planes to break up building and development mass. The DRC may require significant stepping to break up development or a ridgeline over 60 feet.
2. Commercial and mixed-use buildings shall have roof slopes that are 3:12 slopes or less while residential buildings shall have roof slopes of 4:12 or greater unless the DRC grants a specific approval.
3. Reflective roofing material is prohibited.
4. Non-reflective, flat finish metal roofing material is permitted if the material has a dull appearance.
5. All building entries, public spaces, decks and patios shall have roof forms that will protect pedestrians from roof snow and ice shedding.
6. Vents and rooftop equipment will be screened from pedestrian views to extent practical.
7. Restaurant vents and vents for other businesses that have noxious or nuisance emissions shall be located and directed to minimize impacts to surrounding properties, with a preference for upward discharge.
8. Equipment will be designed and maintained to have a decibel level so as not to violate Gunnison County's or the CB South POA's Noise Guidelines.
9. Roof drainage plans will be provided and integrated into the overall drainage plan for a site.

I. Exterior Materials

1. Primary building exterior materials shall be:
 - a. Log or log-veneer;
 - b. Board-and-batten;
 - c. Vertical and horizontal wood siding;
 - Diagonal wood siding is prohibited.
 - Minimum size of 6 inches.
 - d. Hardie® Plank or similar cement-based types of siding materials that have a natural appearance with wood textures;
 - e. Brick; and
 - f. Stone as approved by the DRC.

2. Lesser accents, not to exceed 30% of the total amount of exterior siding per elevation (applicable to all areas of CB South), can include:
 - a. Stucco;
 - b. Natural stone, or cultured stone that is natural appearing as reviewed and approved by the DRC;
 - c. Wood shingles;
 - d. Metal siding, fascia, soffits, and structural beams or posts; and
 - e. Board form or other architectural grade concrete.
3. The base of all buildings shall be designed with exterior materials to withstand average snow depths and snow accumulations from any roof sheds above. Examples of such include metal or stone base materials.
4. Materials, patterns, and combinations of materials that vary from the above requirements may be considered by the DRC as a specific approval with the findings that the materials are appropriate for CB South and compatible with adjacent structures and the CB South Village Center Vision and Goals and General Design Principles.

J. Exterior Color

Exterior wall colors shall be natural, warm earth colors. Primary, bright or dramatic colors may be used as accent on trim, fascia and doors, and then only sparingly, and must be approved by the DRC, considering compatibility with neighboring properties.

K. Windows

1. Window openings and patterns shall be responsive to good solar design principles. The design of exterior walls shall also respond to solar exposures.
2. Large uninterrupted expanses of glass shall be avoided except on southern facades and to primary views.
3. Combinations of windows shall be used to establish a human scale to building facades.
4. Windows shall appear to be recessed into large walls. Window patterns and reveals need to be carefully studied to create interest and variety.
5. Window openings and trim shall be consistent in proportion and scale with the associated building.
6. Window frames and trim shall be painted or stained wood, fiberglass, composite, painted or clad aluminum or patina copper clad.



- a. Aluminum is allowed as painted clad material only.
- b. The use of vinyl windows is a specific approval of the DRC based on appearance and durability in high alpine environments

L. Doors and Entryways

1. Commercial and Mixed-Use Buildings

- a. Primary entrances shall orient to plazas, parks, or pedestrian-oriented streets and parking.
- b. Doors shall be inset to avoid the front door interfering with pedestrians on the adjacent sidewalk, but no more than four feet (4'). Entries shall not create a cave-like effect.
- c. All building entries shall be protected from falling and shedding snow.
- d. Secondary doors will be provided for parking, trash service, etc.

8.12 Landscaping

A. General Landscaping Requirements. (Refer to the *Crested Butte South Residential Design Guidelines* for more specific requirements for residential lots).

- 1. Drought tolerant and native species shall be used wherever possible.
- 2. Native wildflowers shall be used to create seasonal color and interest in key locations.
- 3. Evergreens shall be used sparingly, and only in appropriate places where they have plenty of room to grow.
- 4. Natural irrigation in the form of ditches and drip irrigation is encouraged while other irrigation shall be limited.

B. Landscaping Plan Requirements

Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule (a table that indicates species, size, and quantity), a plan for maintenance of all landscaping to be installed, and an irrigation plan. After disturbing any soil on any lot within the CB South Special Area, all lots shall be kept weed free, in accordance with the Covenants and Restrictions, Gunnison County, and State of Colorado statutes. All street trees shall be a minimum of 3" caliper as measured 4' from the top of the root ball. In the event that the DRC finds that it is impractical or a hardship to provide the required landscaping as set forth below, then they may request cash-in-lieu of the trees. The cash-in-lieu amount shall be determined by the P.O.A. Board and modified from time-to-time.

1. All CB South Village Center development shall provide, and maintain in good health, a minimum of two (2) street trees, 25' on center in the front landscaping strip.
2. In addition to the required landscaping set forth in the *Crested Butte South Residential Design Guidelines*, the following shall be provided in all surface parking areas to reduce heat and break up impervious surfaces: one (1) tree (min. 3" caliper measured 4' above the top of root ball) planted for every ten exterior parking spaces.
3. At least one tree and three shrubs (min. 5-gallon size) shall be provided per each 500 square feet of the area that is shown as being open on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with native grass, ground cover, or other appropriate landscape treatment.
4. No material or temporary soil stockpiling shall be placed within four feet (4') of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each tree, plant and/or group of plants that are to remain on site. Protective barriers shall be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.
5. All dead or dying trees shall be removed from the site and replaced on a caliper-for-caliper basis in accordance with the landscaping plan if part of P.O.A. approved landscaping. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.
6. To avoid landscape materials from blocking driver sight distances, no material greater than thirty inches (30") in height shall be located within fifteen feet (15') of a driveway or road edge.
7. All landscaping design shall provide adequate space for snow plowing, not be located in roof snow or ice shedding areas (or be tolerant of such forces) and areas for snow storage (33% of driveway and parking areas), that shall be indicated on the landscaping plan. See Section 9.17 for snow storage requirements.

C. Walls, Fences and Berms

1. Walls and Fences.
 - a. Walls and fences in the side or rear of a property shall have a maximum height of 8 feet unless otherwise approved by the DRC for deer protection fencing for garden areas or needed screening of development.
 - b. Walls and Fences in all areas forward of the front façade of the building, fences, hedgerows and planter boxes shall not be more than 42" high,



measured from natural grade unless otherwise approved by the DRC to screen unsightly areas.

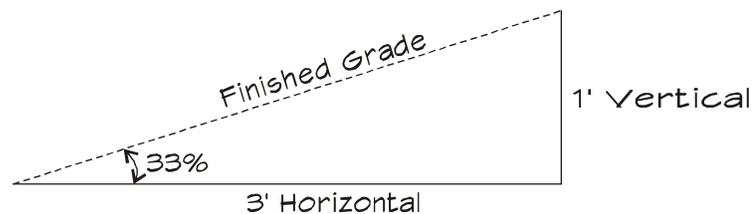
- c. Walls and fences may be constructed of wood, metal, stone or other materials approved by the DRC.

2. Berms

- a. Man-made berms are prohibited in front yard setback.
- b. The maximum slope of a berm shall be 3:1.
- c. Berms shall be landscaped with tree, shrubs and flowers to soften their appearance, with irrigation to ensure plant success.

D. Site Protection

1. 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 lot. Such surfaces shall be stabilized by seeding or planting.
2. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, and other debris shall be removed from the site within six (6) months of the issuance of a Certificate of Occupancy and properly disposed.
3. 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 the immediate environment.



4. No excavation of any lot shall be made except in connection with construction of an improvement approved by the DRC, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition, or planted with landscaping material as provided herein.

E. Planting Specifications

Deciduous trees shall have at least a three (3) inch caliper (measured 4' from top of root ball) at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and their location and the types of shrubs proposed, but as a minimum shall be six feet (6') in height to ensure good health. Trees shall be staked upon planting and provision made by the owner for regular watering and maintenance until they are established.

Dead and dying plants shall be replaced by the owner no later than the following growing season.

F. Timing

All landscaping shall be installed no later than one growing season after substantial completion, as that term is defined herein, of construction on the lot. In no case will the portion of the performance deposit for landscaping installation be refunded until all required landscaping is installed and has survived at least two growing seasons.

8.13 Parking Regulations

A. Parking Requirement

Development within the CB South Village Center is required to provide and maintain the following number of parking spaces:

Land Use	Number of Parking Spaces
Commercial, Retail and Office ¹	1 space per 1,000 sq. ft. of leasable area
Assembly, Bar and Restaurant	1 space per 300 sq. ft. of gross floor area
Lodging and Accommodation Units	0.75 space per hotel or lodging room
Mutli-Family Units	
One Bedroom or Studio Units	1 space per unit
Two or More Bedroom Units	2 spaces per unit
Duplex Unit	2 spaces per unit
Single-Family Unit	2 spaces per unit

¹The number of parking spaces shall be rounded up to the next whole number. Example: 1,200 sq. ft. retail shop requires 2 parking spaces.

1. Any other use not listed, or a use that the DRC believes will generate more traffic than the standards above, may be required to provide additional parking as determined by the DRC based on the immediately adjacent property land uses, public parking availability, parking standards for other comparable mountain communities, or parking research publications.
2. The parking requirements contained herein may be changed in accordance with any amendment to Covenant and Restrictions. Each owner and project homeowner’s association for a multi-family project shall be responsible for compliance with these standards by its occupants, residents, employees and visitors.

B. On-Street Parking Allowance

The DRC may approve on-street parking adjacent to the project to meet the parking requirements if the following requirements have been met:

1. The project developer, POA or owner has a maintenance and snow plowing-snow removal agreement to maintain the connecting sidewalks, parking areas, the removal of snow from the adjoining street, and the maintenance of paving, signage and stripping.



2. The P.O.A. is indemnified for the parking;
3. The developer enters into an agreement with the County or applicable authority for parking in a public right-of-way;
4. The developer paves the adjoining street if such is not already paved and provides paved parking in accordance with the CAMP
5. Parking is maximized within the private land prior to requesting on-street parking. No more than 10% of the total required parking shall be allowed on street.
6. A five foot landscaped buffer is provided between the curb and sidewalk that may be used for snow storage.

The approval of on-street parking is subject to DRC in its discretion if it is determined to be in the best interests of the POA.

C. Change of Use/Occupancy

When a change of use is proposed, the new use will only be allowed if it is shown to the DRC that adequate parking will be provided in accordance with the CAMP.

D. Shared Use Parking

When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent lots, the DRC may allow the reduction of the required number of parking spaces of the total required. A subsequent change in use will require evaluation by the DRC and additional spaces may be required.

E. Bicycle Parking

Bicycle parking is allowed to replace one required parking space if a bike rack is provided.

F. Parking Space Design

1. Size

- a. Angled parking that is between thirty degrees (30°) and ninety degrees (90°) to the driving aisle shall be nine feet (9') in width by twenty feet (20') in length.
- b. Parallel parking spaces shall be a minimum of 22' long and 8' wide.
- c. ADA accessible parking spaces shall be designed according to the Building Code. Accessible parking spaces shall be counted as part of the required parking spaces.

2. **Compact Parking.** Up to 1/3 of the required parking may be provided in designated/signed compact motor vehicle spaces that measure nine feet in width (9') and sixteen feet (16') in length. Compact motor vehicle spaces shall be



- designated as a general common element and be signed as compact parking spaces.
3. **Clearance for Parking Garages.** The minimum clearance for each parking space shall be designed according to Building Code.
 4. **On-Site Parking Space Design Preference.** Head in parking is preferred over diagonal parking and diagonal parking is preferred over parallel.
 5. **Preferred Parking Lot Placement.** Parking lots shall be placed to the rear of buildings where possible. On-street parking may be allowed if approved pursuant to Section 8.12(A)(3).
 6. **Garage Back-Out.** Garages shall be designed to ensure that cars backing out shall have adequate backup space when exiting a garage.
 7. **Aisle Width.** The driveway and aisle width for either surface lots or parking garages shall be twenty-two feet (22') unless the adopted Fire Code requires greater width.
 8. **Maximum and Minimum Parking Area Grade.** The minimum parking area grade for a surface parking lot is one-half percent (0.5%) and maximum grade for a parking area is six percent (6%), with a maximum grade of two percent (2%) for accessible parking spaces. The maximum grade for parking garages shall be six percent (6%) unless a Colorado professional engineer determines that a higher grade will provide for safe parking and not result in motor vehicle damage or pedestrian injury.
 9. **Access to Parking Spaces.** Each required parking space shall have unobstructed access from a road or alley or from an aisle or drive connecting with a road or alley without requiring the movement of another vehicle unless the review authority approves tandem parking.
 10. **Parking Area Surfacing.** Parking surfaces shall be asphalt or concrete unless an alternative surfacing is approved by the DRC.
 11. **Snowmelt Systems.** Snowmelt systems may be permitted as long as the system provides (i) any required P.O.A. or Gunnison County energy offset or mitigation as set forth in the governing documents; and (ii) a covenant is recorded in official records of Gunnison County against the property that requires the snowmelt systems is used and maintained.
 12. **Parking Lot Landscaping.** See Landscaping section.
 13. **Multi-family Tandem Parking.** Tandem parking with one parking space located behind another may be permitted by the DRC as a specific approval if it is shown that such parking will be accessible and functional as evidenced by a plan that provides for the vehicles behind another vehicle to be moved without the vehicle owner being present. Examples of functional tandem parking may include the

use of a lock box or access keys for all tandem parked vehicles, or if the two tandem spaces are shared by family members.

8.14 Exterior Lighting Design. Lighting shall be designed in accordance with the following standards.

1. No exterior lighting of any nature shall be installed or operated without approval of the DRC. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any adjacent property, any adjacent street or into the path of oncoming vehicles.
2. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building.
3. Commercial storefront displays shall be illuminated from the interior of the building.
4. Exterior lighting shall be warm (yellow vs. grey), and downcast and comply with the LUR.
5. Only full down-cast, fully shielded cut-off type light fixtures shall be used.
6. Street, sidewalk or path lights will be allowed upon approval of the P.O.A. Board and the CB South Metro District, if located in the public easement or street right-of-way. The fixture style shall be full cut off, shielded lighting as determined by the DRC and shall be consistent throughout the area.
 - a. Street lights and pedestrian lights in the public right-of-way are allowed if their location/ placement is approved by the CB South Metro District, in cooperation with the P.O.A. subject to the requirements of this section.
7. Seasonal and decorative lights are allowed.

8.15 Street Design

- A. Streets shall be designed in accordance with the Gunnison County and Crested Butte Fire Protection District standards in effect at the time of development except as may be varied as specified and allowed herein.
 1. All new or improved roads and streets shall be approved by Gunnison County.
- B. Streets shall be paved.
- C. One-way streets may be approved by the DRC and the Crested Butte Fire Protection District with nine feet (9') to twelve feet (12') of travel way and proper signage.
- D. On-street parking may be approved by the P.O.A. DRC as set forth in Section 8.13(A)(3) with spaces designed in accordance with the Parking Standards.



- E.** The minimum public right-of-way to be dedicated on a new plat shall be 40 feet for a two-way street or primary streets and 30 feet for a one-way street or side street.
- F.** All new streets shall be subject to review and approved by the CB South Metro District and Crested Butte Fire Protection District and the Gunnison County as applicable.
- G.** A Colorado professional engineer shall design all new proposed streets, bridges and associated grading and drainage.
- H.** The design and construction paving of streets shall be the responsibility of the developer. The P.O.A. may require that new streets be maintained after construction by the lot owner(s) that obtain access from the streets, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.
- I.** Streets shall be maintained by the lot owner(s) in accordance with the approved plans.
- J.** The DRC may grant a variation to the street standards provided it finds such exemption will not adversely affect public health, safety and welfare.

8.16 Sidewalks

A. Sidewalks shall be provided:

1. In accordance with the CB South Village Center Strategic Plan.
2. From and around parking areas as required by the DRC connecting to the overall sidewalk system and building entries.

B. Sidewalks Design

1. Sidewalks shall be a minimum of six feet (6') wide unless a larger size is required by the DRC to allow for heavier pedestrian or recreational traffic or accommodate outdoor seating areas. Sidewalks for the "circuit" as shown on the CB South Strategic Plan shall be eight feet (6') wide.
2. Sidewalks along the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be a minimum of 10 feet (10') wide.
3. Sidewalks shall be constructed of concrete.
4. The DRC may approve of other path materials for pedestrian paths that connect to the CB South Village Center.
5. Sidewalks and paths that are intended to provide public access across private property shall be dedicated to the public via right-of-way or easement.
6. Pedestrian lights and street furniture shall be provided along sidewalks wherever possible.
7. Exceptions may be granted on a case-by-case basis in the interest of public

safety.

8. Public access and maintenance easements shall be provided to the P.O.A. for the sidewalks.

C. Driveway and Parking Area Design

1. Driveways shall be designed in accordance with Gunnison County and Fire District standards in effect at the time of development except as may be varied as specified and allowed herein.
2. Driveways and parking areas shall be paved adjacent to paved streets and roads.
3. One-way driveways may be approved by the DRC with 9' of travelway and proper signage.
4. Access and infrastructure easements/ and or rights-of-way may be required where a driveway provides access across private property to lots that are sold or can be sold to separate parties.
5. A Colorado professional engineer shall design all new proposed driveways, bridges and associated grading and drainage.
6. The design and construction paving of driveways shall be the responsibility of the developer. Driveways shall be maintained after construction by the lot owner(s) that obtain access from the driveway, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.
7. Driveways shall be maintained by the lot owner(s) in accordance with the approved plans.
8. The DRC may grant a variation to the driveway standards provided it finds such exemption will not adversely affect public health, safety and welfare.

8.17 Storage, Loading and Service Areas in the CB South Village Center

- A. No materials, supplies or equipment shall be stored on a lot except inside an enclosed building.
- B. All trash and loading facilities, including turn-arounds and docks, shall be provided at the rear of the building and must be screened to minimize their visibility from any street or alley. Screening of service areas and loading docks shall consist of any approved combination of earth mounding, landscaping, walls and/or fencing.
- C. Locations of trash enclosures relative to snow storage shall allow access and maintenance of the dumpsters located within them and shall not impede the free movement of trash removal vehicles.



- D. Trash dumpsters and other waste/recycling containers serving multi-family or commercial uses shall be screened by a wall or fence. As a minimum, fully covered enclosures must be 6' high with gates and must be bear-proof.
- E. In the Village Center Core area, a common enclosed trash dumpster with space for a recycling area shall be established in the rear of each block for a common group of specified users. This area shall be designated as a common area at the time of platting of the remainder of Block 6.

8.18 Snow Storage and Snow Staging in CB South Village Center

Adequate snow storage areas are required for each site and on-site, and snow storage in dedicated parking areas is prohibited. No building shall be allowed to shed snow off of the property on which it is located or onto any public right-of-way.

- A. **Snow Storage Obstructions.** Snow storage areas shall be free of fences, landscaping (except for street trees and ground cover), retaining walls, and other obstructions of a similar nature. Alternative methods of snow storage may be considered by the DRC.
 - 1. Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing.
 - 2. Locations of trash enclosures relative to snow storage shall allow access and maintenance of the dumpsters located within them but shall not impede the free movement of trash removal vehicles.
- B. **Formal Review by CB South Metro District.** All designs for snow storage shall be subject to review and approval by the CB South Metro District.
- C. **Minimum Width Adjacent to Plowed Area.** Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.
- D. **Minimum Storage Area.** A snow storage area(s) that is a minimum of thirty-three percent 33 % of size of all plowed areas (parking, all walkways, etc.) shall be provided on site. Any approved snowmelt areas will be deducted from the plowed areas.
- E. **Off Premise Snow Storage.** The DRC may approve a snow storage plan for off-site snow storage if the following standards are met:
 - 1. On-site snow storage has been maximized to the extent practicable.
 - 2. The site is as close as practicable to CB South;
 - 3. The developer has received approval from the property owner for perpetual easement for snow storage and access to such snow storage area to be recorded in Gunnison County;
 - 4. Any Gunnison County approval has been provided to the P.O.A. Manager.



5. The developer enters into a development agreement that applies to successors and assigns that requires the removal of snow to the off-premise location, with the ability to modify the agreement for a new snow storage location or new method to manage snow.

8.19 CB South Metro District and Crested Butte Fire Protection District Approval of Proposed Building and Structure Locations

All proposed building and structure locations in CB South are subject to review by the Crested Butte Fire Protection District and the Crested Butte South Metro District.

8.20 Mailbox Design and Location

No mailbox or newspaper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any lot unless and until the size, location, and design for said box or receptacle shall have been approved by the DRC, considering safety and compatibility with the immediate area.

8.21 CB South Village Center Signs

All signs shall be designed and installed per the *CB South Sign Regulations*.

8.22 Pioneer Plaza and Remainder of Block 6 Master Development Plan

A. Pioneer Plaza. Pioneer Plaza property owners shall meet the following requirements:

1. The Pioneer Plaza owners' association needs to amend the covenants applicable to the Property in order to allow development under the amended CAMP.
2. An overall plan is prepared by the Pioneer Plaza HOA that illustrates the overall parking, sidewalks, landscaping, snow storage plan, and similar common improvements that results in a Master Development Plan that must be generally followed by each lot developer within Pioneer Plaza unless the DRC approves an amendment to the Master Development Plan.

B. Remainder of Block 6. The Remainder of Block 6 shall meet the following requirements:

1. The owner shall submit a subdivision application to the P.O.A and Gunnison County that may split up the property consistent with the CAMP.
2. An overall plan is prepared by the first developer of the Remainder of Block 6 that illustrates the overall parking, sidewalks, landscaping, snow storage similar common improvements that results in a Master Development Plan that must be generally followed by each lot developer within the Remainder of Block 6 unless the DRC approves an amendment to the Master Development Plan.



SECTION 9. RESIDENTIAL DESIGN STANDARDS

9.1 Residential Design

The Residential Design Standards apply to all residential lots in the CB South Special Area, outside of the Village Center Core area. These standards are set forth in the *Crested Butte South Residential Design Guidelines*.

9.2 Driveway Grades

Driveway grades for residential properties shall be in accordance with the *Crested Butte South Subdivision Residential Design Guidelines*. No variances shall be granted from these driveway grade/slope standards unless approved by both the P.O.A. Board and the Crested Butte Fire Protection District.

9.3 CB South Special Area

The CB South Special Area shall promote a compact development pattern that discourages sprawl, in which denser and more intense forms of commercial, mixed use and residential development will occur contiguous to or in close proximity to the CB South Village Center only. Multi-Family residential development is encouraged to develop in proximity to the CB South Village Center and is allowed in the First and Second Filings only.

9.4 Residential Lots

Buildings on residential lots located outside of the CB South Village Center shall have a maximum height of 32 feet.

9.5 CB South Metro District and Crested Butte Fire Protection District Approval of Proposed Building and Structure Locations

All proposed building and structure locations in CB South must be approved by the Crested Butte Fire Protection District and the Crested Butte South Metro District. No building or any portion thereof (except roof overhangs) shall be placed on any lot nearer to the front, side or rear property line than as set forth herein or in the *Crested Butte South Residential Design Guidelines*.

9.6 Variance Requests

Variance requests for lots located in the CB South Special Area will be heard by the P.O.A. Board in accordance with the process set forth in *Section 6* above and do not require an additional hearing by Gunnison County.



SECTION 10. BEGINNING AND COMPLETING CONSTRUCTION

- A.** All construction activity must be in compliance with the CAMP, and the Noise Guidelines for Crested Butte South and the CB South Construction Rules and Regulations, as each may be amended from time to time.
- B.** After commencement of construction of any improvement, the owner shall diligently execute the construction thereof such that the improvement shall not remain in a partly finished condition any longer than is reasonably necessary for completion thereof.
- C.** All landscaping required to be provided on any lot shall be completed within 90 days after the substantial completion of the construction of any buildings to be constructed on the lot, provided, however, if weather conditions do not permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. For the purpose of the CAMP, substantial completion is defined as the issuance of a Certificate of Occupancy)
 - 1. If any owner fails to undertake and complete his or her landscaping within this time limit, the P.O.A. may, at its option, after giving the owner thirty (30) days written notice, undertake and complete the landscaping of the lot in accordance with the landscaping plan.
 - 2. If the P.O.A. undertakes and completes such landscaping, the cost of such landscaping shall be assessed against the owner's deposit, and if said assessment is in excess of the deposit and is not paid within 30 days after written notice of such assessment from the P.O.A., the P.O.A. may then place a lien on the lot as provided in the Covenants and Restrictions.



SECTION 11. AMENDMENT AND TERMINATION

11.1 Term

Unless terminated, in accordance with this provision, and subject to any limitations set forth in this provision, the CAMP shall continue in full force and effect.

- A. Termination and Modification.** The CAMP, and any provision contained herein, may be terminated, modified or amended as to all or a portion of the CB South Special Area upon approval by the P.O.A. Board and by the BOCC. In addition, the P.O.A. agrees to forthwith provide a copy of any changes, modifications or changes to the Covenants and Restrictions, as approved by the P.O.A., to the Gunnison County Planning Department.
- B. Amendment.** The following process shall apply to an application to amend or terminate the Regulations:
1. **Initiation.** An amendment to the CAMP may be initiated by any of the following:
 - a. **P.O.A.** An amendment may be initiated by the P.O.A., or by any CB South Property Owner in good standing, through the submittal of an application to the P.O.A.
 2. **Submittal of Draft Amendment Language.** Any initiative or application for amendment shall include at a minimum the following:
 - a. **Identification of Applicant.** The applicant's name, address, telephone number and e-mail address.
 - b. **Precise Wording.** The precise wording of the proposed amendment, and the Section in which it is proposed to occur.
 - c. **Rationale for Proposed Amendment.** A concise statement of the purpose and justification for the proposed amendment.
- C. Approval by BOCC.** Any termination or modification shall be approved by the B.O.C.C.



SECTION 12. MISCELLANEOUS PROVISIONS

12.1 No Liability

The P.O.A. and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- A.** The approval or disapproval of any plans, drawings, and/or specifications, whether or not in any way defective;
- B.** The construction or development of any improvement or performance of any work, whether or not pursuant to approved plans, drawings and/or specifications; or
- C.** The development of any lot within the CB South Special Area.

12.2 All Owners Bound

Any person who now owns or hereafter purchases or acquires rights in any improvements on any lot shall be bound by the terms and conditions herein, whether or not any reference to CAMP is contained in the instrument by which such person acquired such interest or ownership.

12.3 Destruction of Improvements

In the event any building or other improvement on a lot is damaged or destroyed in whole or in part by any casualty where the valuation of repair is more than 50% of the current property valuation the owner shall, within one-calendar year, immediately undertake to redevelop the property using the most recent standards set forth herein including any amendments hereto; or remove the debris and reclaim the property to a vegetated state. If a building is not destroyed where the valuation of repair is less than 50% of the current property valuation, it shall be restored to a condition in conformity with the plans and specifications most recently approved by the DRC or remove the debris and reclaim the property to a vegetated state.

12.4 Severability

If any part of the CAMP or the development application or enforcement thereof with respect to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the CAMP and its application to other persons or circumstances shall not be affected thereby and shall remain in full force and effect.

12.5 No Precedent Set by This Designation

Neither the designation of the CB South Special Area, nor the CAMP, procedures or approvals hereunder shall be construed as a precedent for any other Gunnison County action.



SECTION 13. VIOLATIONS AND ENFORCEMENT

Failure to comply with any provision of the CAMP shall be deemed a violation of the Regulations and the *Gunnison County Land Use Resolution* and shall be subject to enforcement by the applicable authority. To the extent that it has the authority, the Crested Butte South Property Owners Association will pursue enforcement of CAMP as permitted under its governance policies. In absence of said authority, if the Covenants and Restrictions are silent with respect to enforcement or enforcement by the P.O.A. is not occurring, and then enforcement by the County or by law can occur.

13.1 Power

- A. The P.O.A. Board shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Board and impose fines or other sanctions, pursuant to the P.O.A.'s governance policies. The P.O.A. Board may determine enforcement action on a case-by-case basis, and take such actions as it may deem necessary and appropriate to assure compliance with the CAMP, the Covenants and Restrictions, the Association's Articles of Incorporation, Bylaws, and rules and regulations promulgated thereunder and to create a safe and harmonious living environment.
- B. These enforcement provisions may be in addition to other specific provisions outlined in the Covenants and Restrictions, Articles of Incorporation, Bylaws or Rules and Regulations and in some cases, the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.



CRESTED BUTTE SOUTH-FIRST FILING

BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO



#	Δ	R	L	L.C.L.	BRG.
1	31°30'00"	358.10	198.8	194.41'	S 8° 18' 00" W
2	43°36'00"	636.60	484.4	472.83'	S 14° 21' 00" W
3	69°07'18.5"	188.35	216.81	205.04'	N 34°48'21" E
4	44°00'41.5"	89.67	69.03	67.35'	N 2°59'39" E
5	19°57'00"	242.32	84.37	83.95'	N 55°48'30" E
6	40°03'18"	137.17	95.89	93.95'	S 69°59'02" E

- NOTE:
- 1) All radii on block corners are 15 feet except as where shown.
 - 2) All dimensions on lot corners are measured from intersection of lot lines extended.
 - 3) Utility easements are 8' unless otherwise noted.
 - 4) Easements shown hereon are subject to relocation pursuant to provisions of "COVENANTS AND RESTRICTIONS" recorded in Book 420, Page 404.
 - 5) Bearings based upon assumed bearing for west line of Section 27.

STATE OF COLORADO ss
County of Gunnison

KNOW ALL MEN BY THESE PRESENTS That CRESTED BUTTE LAND CO., a Colorado corporation, being the owner of the following described property situate in Gunnison County, Colorado:

Beginning at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 27, Township 14 South, Range 85 West of the Sixth P.M., thence: N 44°00' E 250.00 feet, S 46°00' E 200.00, N 44°00' E 150.00 feet, S 46°00' E 860.00 feet, S 65°57' E 210.00 feet, N 24°03' E 135.00 feet, S 65°57' E 303.12 feet to westerly right-of-way of an existing road, thence S 24°03' E 520.44 feet to a curve to the left with a central angle of 31°30' and a radius of 388.10 feet, thence along said curve 213.32 feet, thence S 7°27' E 35.60 feet to a curve to the right with a central angle of 44°38' and a radius of 606.60 feet, thence along said curve 472.70 feet, thence N 65°57' W 132.63 feet to the West line of said Section 27, thence along said line N 0°00' 41.5" W to the point of beginning, and have by these presents laid out, platted and subdivided the same as CRESTED BUTTE SOUTH-FIRST FILING and do hereby dedicate to the use of the public the streets and public ways shown thereon.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 17th day of August, 1970.

CRESTED BUTTE LAND CO.
Attest: *Roger Cisneros* President
Nancy Johnson Secy.

The foregoing instrument was acknowledged before me this 17th day of August, 1970

Witness my hand and seal:
My commission expires: Feb. 14, 1971
James P. Frank Notary Public

APPROVED this 21st day of August, 1970
GUNNISON COUNTY PLANNING COMMISSION
Frank A. Stephenson Chairman

APPROVED AND ACCEPTED this 21st day of August, 1970
BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
Frank A. Stephenson Chairman

I, IRA L. HARDIN, registered land surveyor in the State of Colorado, do hereby certify that the survey of CRESTED BUTTE SOUTH-FIRST FILING and the plat thereof were made under my supervision and that said survey is accurately represented upon this plat. All monument points and corners were marked as specified in the Gunnison County Subdivision Regulations on the perimeter of this subdivision.

Ira L. Hardin
Registered Colorado Land Surveyor: No. 5239

STATE OF COLORADO ss
County of Gunnison

I hereby certify that this plat was filed for record in my office at 2:27 o'clock, P.M., August 24th, 1970, bearing Recordation Number 280579

Marianne A. Smith
County Clerk and Recorder

By: _____ Deputy

CRESTED BUTTE SOUTH-SECOND FILING

STATE OF COLORADO 55
COUNTY OF GUNNISON

BEING A PORTION OF SECTION 21, OF SECTION 22, OF SECTION 27 AND THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER SECTION 28, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 1 OF 3

KNOW ALL MEN BY THESE PRESENTS THAT CR
BUTTE LAND CO., a Colorado corporation, being the owner of
following described property situated in Gunnison County, Colo

Beginning at the Northwest corner of the Southwest
of the Northwest 1/4 of Section 27, Township 14 South, Range
of the 6th P.M., thence N. 89° 09' 11" W. 1256.75 feet along the South
N 1/2 NE 1/4 Section 28 of said Township; thence N. 50° 00' 00" W. 75
thence N. 70° 00' 00" W. 847.63 feet to a point on the North South corner
Section 28; thence N. 02° 23' 00" W. 558.55 feet to the North 1/4 cor
said Section 28; thence S. 89° 08' 34" E. 1661.35 feet along the North
Section 28; thence N. 45° 00' 00" E. 289.13 feet to a curve to the right
120.0 feet and whose central angle is 45° 00', thence along said curve
feet; thence East 431.20 feet to a curve to the right whose radius is
and whose central angle is 45° 00'; thence along said curve 94
S. 45° 00' 00" E. 553.44 feet to a curve to the left whose radius is 60.0
central angle is 45° 00'; thence along said curve 47.2 feet; thence E
thence North 46.4 feet to a curve to the left whose radius is 50.0
central angle is 45° 00'; thence along said curve 47.2 feet; thence
230.15 feet; thence N. 45° 00' 00" E. 108.23 feet to a curve to the right
120.0 feet and whose central angle is 45° 00'; thence along said
thence East 500.59 feet to a curve to the right whose radius is
and whose central angle is 45° 00'; thence along said curve 9
thence S. 45° 00' 00" E. 231.45 feet to a point on the North line of
thence S. 89° 04' 36" E. along the North line of said Section 27
to its intersection with the westerly right of way line of Cement
then along said right of way and along a non tangent curve to the
radius is 507.5 feet, whose central angle is 30° 23' 36", whose le
bears S 39° 18' 18" W 256.69 feet, a distance of 269.65 feet, thence S 24
170.20 feet, thence along a curve to the left with a radius of
feet and a central angle of 15° 29' a distance of 162.95 feet, thence S 24
36' W. 10.5 feet, thence along a curve to the right with a r
490.9 feet and a central angle of 24° 00' a distance of 2
feet, S. 32° 36' 00" W. 140.00 feet, thence along a curve to
with a radius of 1462.5 feet and a central angle of 87° 33'
distance of 218.24 feet, S. 24° 03' 00" W. 853.56 feet, thence
the northerly line of CRESTED BUTTE SOUTH-FIRST FILING
the point of beginning as follows: N. 65° 57' 00" W. 303.12 fe
03° 00' W. 135.00 feet, N. 65° 57' 00" W. 210.00 feet, N. 46° 00' 00"
860.00 feet, S. 44° 00' 00" W. 150.00 feet, N. 46° 00' 00" W. 20
S. 44° 00' 00" W. 250.00 feet, and have by these presents laid
and subdivided the same as CRESTED BUTTE SOUTH-SEC
FILING and do hereby dedicate to the use of the public the st
public ways shown thereon.

IN WITNESS WHEREOF, the undersigned have caused these pres
to be executed this 21st day of SEPT. 1970.

CRESTED BUTTE LAND CO.

Attest:
Francis P. Th...
Notary Public

The foregoing instrument was acknowledged before me this 21st
day of SEPTEMBER 1970.

Witness my hand and seal:
My commission expires: Feb. 14, 1971
Francis P. Th...
Notary Public

APPROVED this 24th day of September 1970
GUNNISON COUNTY PLANNING COMMISSION
by *Lawrence A. Stiff*
Chairman

APPROVED AND ACCEPTED this 24th day of September 1970
BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO
by *Lawrence A. Stiff*
Chairman

I, IRA L. HARDIN, registered land surveyor in the State of
do hereby certify that the survey of CRESTED BUTTE SOUTH-
FILING and the plat thereof were made under my supervision
and survey is accurately represented upon this plat. All monuments
and corners were marked as specified in the Gunnison County
Regulations on the perimeter of this subdivision.

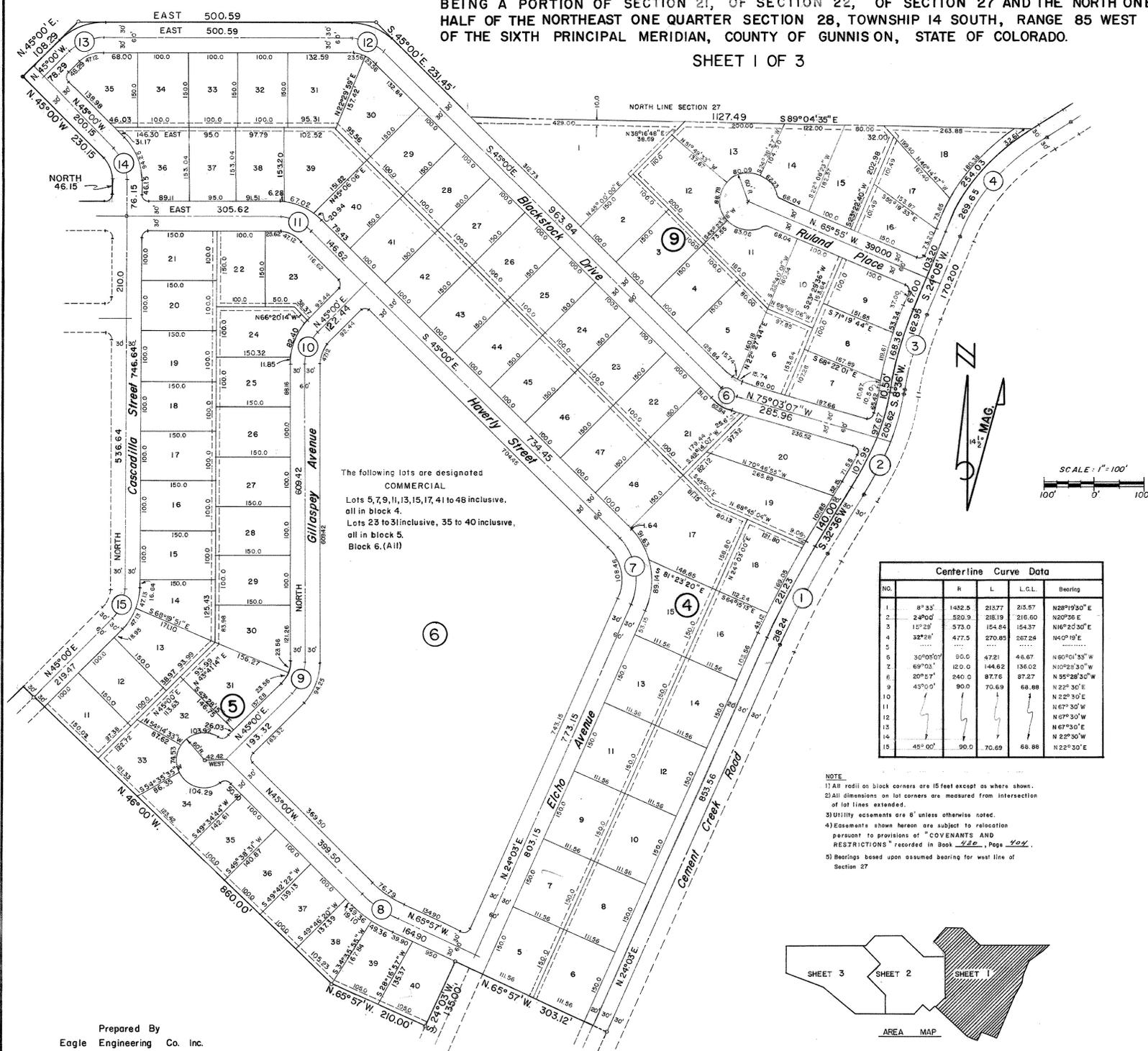
Ira L. Hardin
Registered Colorado Land Surveyor No. 5

STATE OF COLORADO 55
COUNTY OF GUNNISON

I hereby certify that this plat was filed for record in
at 2:00 o'clock, P.M., Sept. 22, 1970, bearing Reception No. 281

Marion A. Adams
County Clerk and Recorder

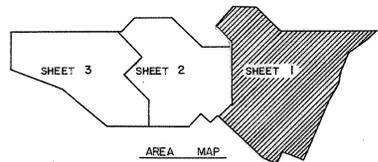
By _____
Deputy



The following lots are designated
COMMERCIAL
Lots 5, 7, 9, 11, 13, 15, 17, 41 to 48 inclusive,
all in block 4.
Lots 23 to 31 inclusive, 35 to 40 inclusive,
all in block 5.
Block 6. (A11)

Centerline Curve Data					
NO.	R	L	L.C.L.	Bearing	
1.	8° 33'	1432.5	213.77	215.57	N28°19'30"E
2.	24° 00'	520.9	218.19	216.60	N20°36"E
3.	15° 28'	573.0	154.84	154.37	N16° 20' 30"E
4.	32° 26'	477.5	270.85	267.24	N40° 19"E
5.	30° 00' 00"	90.0	47.21	46.67	N60° 01' 33" W
6.	69° 02'	120.0	144.62	136.02	N10° 23' 30" W
7.	20° 57'	240.0	87.76	87.27	N 55° 28' 30" W
9.	45° 00'	90.0	70.69	68.88	N 22° 30' E
10.					N 22° 30' E
11.					N 67° 30' W
12.					N 67° 30' W
13.					N 22° 30' E
14.					N 22° 30' E
15.	45° 00'	90.0	70.69	68.88	N 22° 30' E

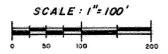
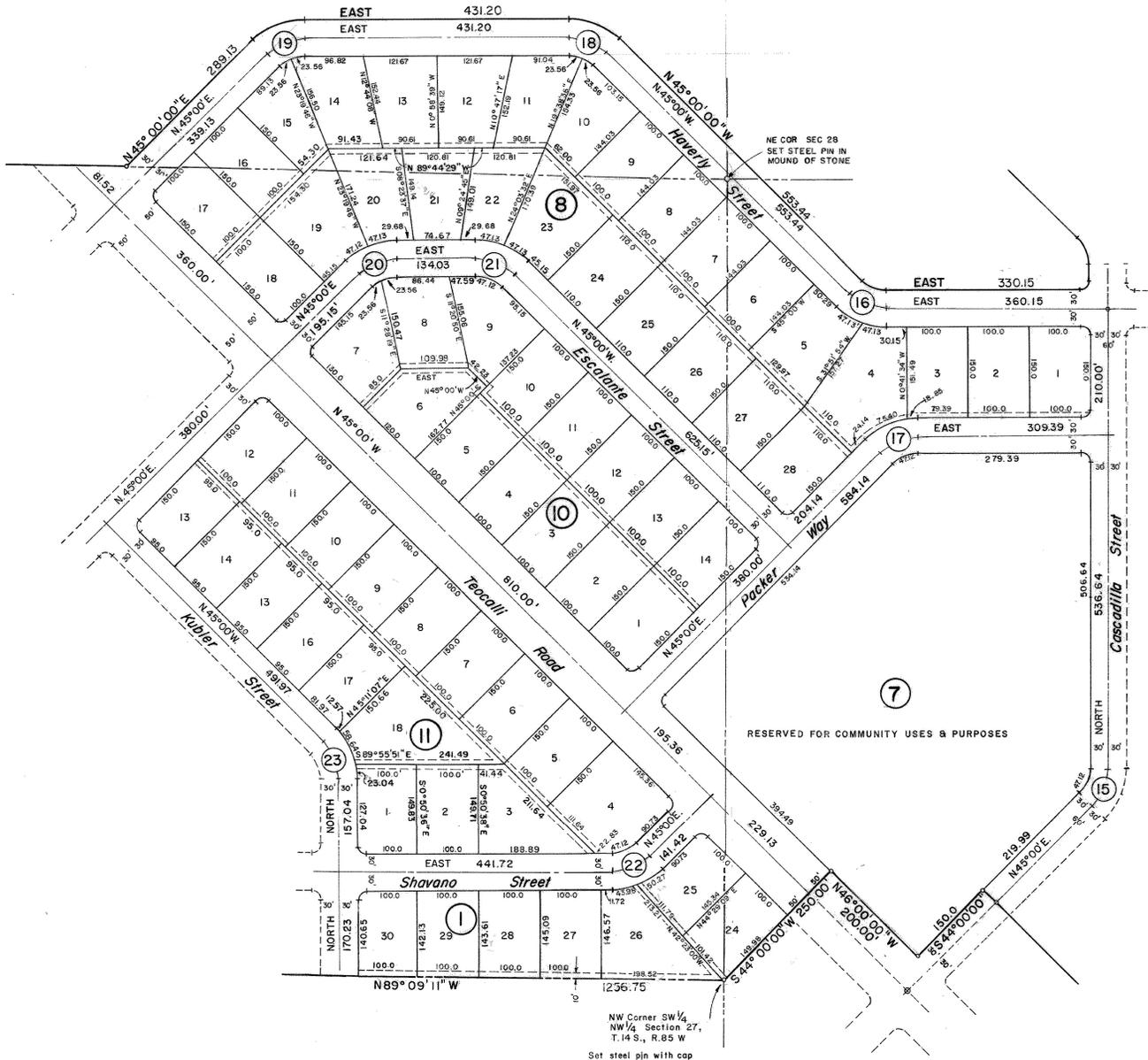
- NOTE
- 1) All radii on block corners are 15 feet except as where shown.
 - 2) All dimensions on lot corners are measured from intersection of lot lines extended.
 - 3) Utility easements are 8' unless otherwise noted.
 - 4) Easements shown hereon are subject to relocation pursuant to provisions of "COVENANTS AND RESTRICTIONS" recorded in Book 422, Page 404.
 - 5) Bearings based upon assumed bearing for west line of Section 27



CRESTED BUTTE SOUTH-SECOND FILING

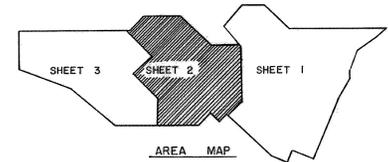
BEING A PORTION OF SECTION 21, OF SECTION 22, OF SECTION 27 AND THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER SECTION 28, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 2 OF 3



Centerline Curve Data					
NO.	Δ	R	L	L.C.L. Bearing	
15	45°	90'	70.69'	68.88'	N 67° 30' E
16	↷	90'	70.69'	68.88'	N 67° 30' W
17					N 67° 30' E
18	↶	90'	70.69'	68.88'	N 67° 30' W
19					S 67° 30' W
20	↷	90'	70.69'	68.88'	N 67° 30' E
21					N 67° 30' W
22	↶	90'	70.69'	68.88'	N 67° 30' E
23					N 22° 30' W

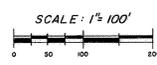
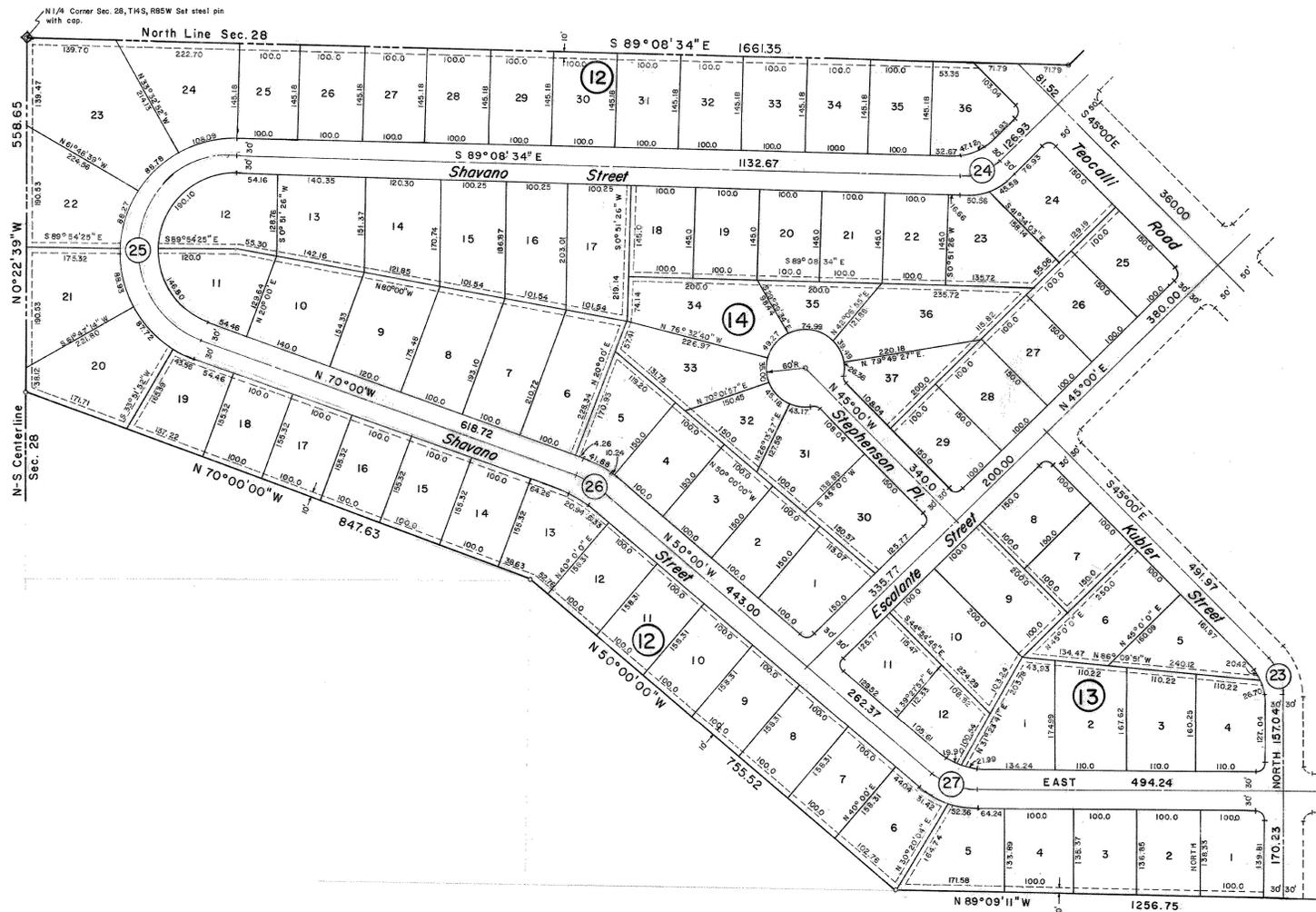
- NOTE:
- 1) All radii on block corners are 15 feet except as where shown.
 - 2) All dimensions on lot corners are measured from intersection of lot lines extended.
 - 3) Utility easements are 8' unless otherwise noted.
 - 4) Easements shown hereon are subject to relocation pursuant to provisions of "COVENANTS AND RESTRICTIONS" recorded in Book *420*, Page *420*.
 - 5) Bearings based upon assumed bearing for west line of Section 27.



CRESTED BUTTE SOUTH-SECOND FILING

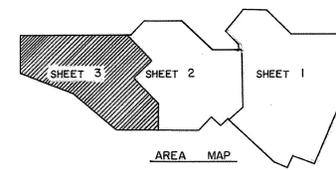
BEING A PORTION OF SECTION 21, OF SECTION 22, OF SECTION 27 AND THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER SECTION 28, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO.

SHEET 3 OF 3



Centerline Curve Data				
NO.	Δ	R	L	Bearing
23	45°	90'	70.68	N 22° 30' W
24	45° 0' 26"	90'	72.03	N 67° 59' 43" E
25	160° 0' 26"	150'	421.12	N 10° 25' 43" E
26	20°	90'	31.42	N 60° W
27	45° 00' 00"	90'	62.83	N 70° W

- NOTE
- 1) All radii on block corners are 15 feet except as where shown.
 - 2) All dimensions on lot corners are measured from intersection of lot lines extended.
 - 3) Utility easements are 8' unless otherwise noted.
 - 4) Easements shown hereon are subject to relocation pursuant to provisions of "COVENANTS AND RESTRICTIONS" recorded in Book 222, Page 404.
 - 5) Bearings based upon assumed bearing for west line of Section 27.



Elizabeth Appleton

From: Andrew Sandstrom <sandstrom.andrew@gmail.com> on behalf of Andrew Sandstrom
Sent: Wednesday, March 8, 2023 11:24 AM
To: Scott Clarkson
Cc: Board of Directors; Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

Thank you.

With that all three changes are unanimously approved by the board.

Andrew Sandstrom
Cell: 720.220.5700
sandstrom.andrew@gmail.com

On Mar 8, 2023, at 11:16 AM, Scott Clarkson <scott@clarksonconcepts.net> wrote:

Good morning,

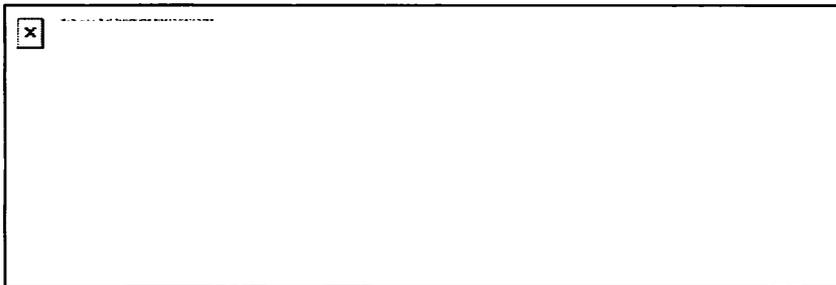
Pertaining to the proposed changes to clarify CAMP

I vote yes on Item #1

I vote yes on Item #2

I vote yes on Item #3

-- Scott



On Mon, Mar 6, 2023 at 8:14 AM <sandstrom.andrew@gmail.com> wrote:

Hello everyone,

Our Bylaws, Section 4.14, as well as the law, permits the Board to take action – and vote on something- without holding a meeting. Legal counsel is suggesting three items. Two have been approved by the County in terms of not needing to go through the application process. Beth is speaking with Hillary from the County today about the third one which is number 3 below. Please call me if you need any clarifications. Please limit your response to your decision on the vote.

WRITTEN NOTICE TO TAKE ACTION WITHOUT A MEETING:

Please vote for or against (or abstain) each of the following items no later than Wednesday, 3/8/23 at 2pm. You may also demand in writing that action not be taken without a meeting.

1. CAMP document: Section 5: Permitted and Prohibited Land Uses, Subsection 5.2 Permitted Uses, (B)(2): AMEND TO READ: Multi-Family dwelling uses, subject to meeting the applicable requirements of the CAMP. Multi-family dwelling uses and buildings shall only be allowed in the 1st and 2nd Filings.

2. CAMP document: Section 6: Development Review Process & Permits, Subsection 6.3, Crested Butte South Special area Permit, (7). Notice to Public of Variance Requests or Proposed Multi-Family Residences of Three or More Units. AMEND TO READ: **Notice to Public of Variance Requests:** Any variance request requires a public hearing before the P.O.A. Board. Notice shall be given to the public by posting on the subject property; by certified letter sent to all immediately adjacent property owners, including those property owners located immediately across a street; and by notice within a legal newspaper of general circulation serving the subdivision, on the website, identifying a 14-day public comment period, during which comments may be submitted in writing to the P.O.A. Approval from the P.O.A. Board must be received prior to any DRC review of the project.

3. CAMP document: Section 11 Amendment and Termination. AMEND TO READ:

11.1Term . Unless terminated, in accordance with this provision, and subject to any limitations set forth in this provision, the CAMP shall continue in full force and effect.

B. Termination and Modification. The CAMP, and any provision contained herein, may be terminated, modified or amended as to all or a portion of the CB South Special Area upon approval by the P.O.A. Board and by the BOCC, as applicable.

C. Amendment. The following process shall apply to any amendment or a termination of CAMP:

1. **Initiation.** An amendment to the CAMP may be initiated by any of the following:

a. **P.O.A.** An amendment may be initiated by the P.O.A., or by any CB South Property Owner in good standing, through the submittal of an application to the P.O.A.

2. **Submittal of Draft Amendment Language.** Any initiative or application for amendment shall include at a minimum the following:

a. **Identification of Applicant.** The applicant's name, address, telephone number and e-mail address.

b. **Precise Wording.** The precise wording of the proposed amendment, and the Section in which it is proposed to occur.

c. **Rationale for Proposed Amendment.** A concise statement of the purpose and justification for the proposed amendment.

3. **Approval by BOCC.** Any termination or amendment to CAMP shall be approved by the B.O.C.C., as applicable in accordance with any governing B.O.C.C. Resolutions.

Andrew Sandstrom
Cell: 720.220.5700
sandstrom.andrew@gmail.com

Elizabeth Appleton

From: Andrew Sandstrom <sandstrom.andrew@gmail.com> on behalf of Andrew Sandstrom
Sent: Tuesday, March 7, 2023 8:56 AM
To: Sue Schappert; Board of Directors
Cc: Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

Sue,
I am including your response with the rest of the board for the email chain. Please see Sue's response below.

For the record:
I vote yes on item #1
I vote yes on item #2
I vote yes on item #3

Andrew Sandstrom
Cell: 720.220.5700
sandstrom.andrew@gmail.com

On Mar 6, 2023, at 10:12 PM, Sue Schappert <docsue@flyingcracker.com> wrote:

I vote yes on Item #1
I vote yes on Item #2
I vote yes on Item #3

On Mon, Mar 6, 2023 at 8:14 AM <sandstrom.andrew@gmail.com> wrote:

Hello everyone,
Our Bylaws, Section 4.14, as well as the law, permits the Board to take action – and vote on something- without holding a meeting. Legal counsel is suggesting three items. Two have been approved by the County in terms of not needing to go through the application process. Beth is speaking with Hillary from the County today about the third one which is number 3 below. Please call me if you need any clarifications. Please limit your response to your decision on the vote.

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1. CAMP document: Section 5: Permitted and Prohibited Land Uses, Subsection 5.2 Permitted Uses, (B)(2): AMEND TO READ: Multi-Family dwelling uses, subject to meeting the applicable requirements of the CAMP. Multi-family dwelling uses and buildings shall only be allowed in the 1st and 2nd Filings.
2. CAMP document: Section 6: Development Review Process & Permits, Subsection 6.3, Crested Butte South Special area Permit, (7). Notice to Public of Variance Requests or Proposed Multi-Family Residences of Three or More Units. AMEND TO READ: **Notice to Public of Variance Requests:** Any variance request requires a public hearing before the P.O.A. Board. Notice shall

Elizabeth Appleton

From: Rachael Gardner <rachaelgardnercb@gmail.com> on behalf of Rachael Gardner
Sent: Monday, March 6, 2023 12:42 PM
To: sandstrom.andrew@gmail.com
Cc: Board of Directors; Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

I am in favor of question #1.

I am in favor of question #2.

I am in favor of question #3.

Rachael Gardner

On Mon, Mar 6, 2023 at 8:14 AM <sandstrom.andrew@gmail.com> wrote:

Hello everyone,

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3. CAMP document: Section 11 Amendment and Termination. AMEND TO READ:

11.1Term . Unless terminated, in accordance with this provision, and subject to any limitations set forth in this provision, the CAMP shall continue in full force and effect.

Elizabeth Appleton

From: Mary Haskell <cbmaymay@gmail.com> on behalf of Mary Haskell
Sent: Monday, March 6, 2023 8:32 AM
To: sandstrom.andrew@gmail.com; Board of Directors
Cc: Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

I am in favor of question #1.
I am in favor of question #2.
I am in favor of question #3.

Mary Haskell

From: sandstrom.andrew@gmail.com <sandstrom.andrew@gmail.com>
Date: Monday, March 6, 2023 at 8:14 AM
To: Board of Directors <board@cbsouth.net>
Cc: Elizabeth Appleton <beth@epappletonlaw.com>, Derek Harwell <POAManager@cbsouth.net>
Subject: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

Hello everyone,

Our Bylaws, Section 4.14, as well as the law, permits the Board to take action – and vote on something- without holding a meeting. Legal counsel is suggesting three items. Two have been approved by the County in terms of not needing to go through the application process. Beth is speaking with Hillary from the County today about the third one which is number 3 below. Please call me if you need any clarifications. Please limit your response to your decision on the vote.

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3. CAMP document: Section 11 Amendment and Termination. AMEND TO READ:

11.1Term . Unless terminated, in accordance with this provision, and subject to any limitations set forth in this provision, the CAMP shall continue in full force and effect.

Elizabeth Appleton

From: Dr Chelsea Stangl <drchelsea@crestedbuttedentist.com> on behalf of Dr Chelsea Stangl
Sent: Monday, March 6, 2023 1:31 PM
To: Rachael Gardner
Cc: sandstrom.andrew@gmail.com; Board of Directors; Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

I am in favor of question #1.

I am in favor of question #2.

I am in favor of question #3.

Chelsea Stangl

On Mon, Mar 6, 2023 at 12:41 PM Rachael Gardner <rachaelgardnercb@gmail.com> wrote:

I am in favor of question #1.

I am in favor of question #2.

I am in favor of question #3.

Rachael Gardner

On Mon, Mar 6, 2023 at 8:14 AM <sandstrom.andrew@gmail.com> wrote:

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Elizabeth Appleton

From: Hannah Lang <hclang87@gmail.com> on behalf of Hannah Lang
Sent: Monday, March 6, 2023 3:54 PM
To: Dr Chelsea Stangl
Cc: Rachael Gardner; sandstrom.andrew@gmail.com; Board of Directors; Elizabeth Appleton; Derek Harwell
Subject: Re: Vote, Board Action without a meeting, vote due by 2pm on Wednesday 3/8

I am in favor of question #1.
I am in favor of question #2.
I am in favor of question #3.

Hannah Lang

On Mon, Mar 6, 2023 at 1:31 PM Dr Chelsea Stangl <drchelsea@crestedbuttedentist.com> wrote:

I am in favor of question #1.
I am in favor of question #2.
I am in favor of question #3.

Chelsea Stangl

On Mon, Mar 6, 2023 at 12:41 PM Rachael Gardner <rachaelgardnercb@gmail.com> wrote:

I am in favor of question #1.
I am in favor of question #2.
I am in favor of question #3.

Rachael Gardner

On Mon, Mar 6, 2023 at 8:14 AM <sandstrom.andrew@gmail.com> wrote:

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Our Bylaws, Section 4.14, as well as the law, permits the Board to take action – and vote on something- without holding a meeting. Legal counsel is suggesting three items. Two have been approved by the County in terms of not needing to go through the application process. Beth is speaking with Hillary from the County today about the third one which is number 3 below. Please call me if you need any clarifications. Please limit your response to your decision on the vote.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temporary Road Use Agreement; Gunniso

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Nordic Club

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a temporary use permit for the Cottonwood Classic Bike Ride that occurs the first day the pass is plowed from top to bottom. Immediately after the event the road is opened to vehicular traffic and remains open for the summer season.

Fiscal Impact: 0

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 3/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/21/2023

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this ___ day of _____, 2023, by and between Gunnison Nordic Club, whose address is P.O. Box 7228, Gunnison, Colorado 81230 (hereinafter "Cottonwood Classic") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the Cottonwood Classic temporary permission to close a portion of County Road 209 (Cottonwood Pass) (the "Property") only as set forth herein.

2. TERM OF USE.

Cottonwood Classic shall temporarily close a portion of County Road 209 (Cottonwood Pass), Thursday, May 25, 2023 at 8:00 a.m. for all use and will open at 4:00 p.m. on Thursday, May 25, 2023 for all use. Adjustment of this date will be made at the direction of the Gunnison County Public Works Department in response to plow schedules and shall be made in writing.

3. COTTONWOOD CLASSIC USE LIMITED.

Cottonwood Classic use of County Road 209 (Cottonwood Pass) shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a bicycle ride from the winter closure gate to the summit of Cottonwood Pass and return to the winter closure gate special event in accordance with previous historical use of the Property for such event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Cottonwood Classic shall ensure the full closure of County Road 209 (Cottonwood Pass) from the winter closure gate at the intersection with County Road 742 (Taylor River Road) to the Chaffee County winter closure gate just over the summit to all vehicle traffic, with the exception of Gunnison County personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of the Cottonwood Classic special event.

b. GOVERNMENT IMMUNITY. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. Cottonwood Classic shall ensure that Gunnison County is named as an additional insured with limits no less than:

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (**\$424,000.00**); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (**\$1,195,000.00**).

Cottonwood Classic shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than May 15, 2023.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by Cottonwood Classic or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Cottonwood Classic shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 209 (Cottonwood Pass) caused by their use of the Property under this Agreement.

e. Cottonwood Classic will need to keep emergency access routes open down County Road 209 (Cottonwood Pass).

f. Should any damage happen to adjacent fences, Cottonwood Classic will be responsible for fixing the damage.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Cottonwood Classic:
Gunnison Nordic Club, Inc.
Joellen Fonken
P.O. Box 7228
Gunnison, CO 81230

Gunnison County:
Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager
200 East Virginia Avenue
Gunnison, CO 81230

7. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. INDEMNIFICATION

Cottonwood Classic 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 Cottonwood Classic or its employees, participants, spectators, vendors 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.

10. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and Cottonwood Classic, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

Gunnison Nordic Club, Inc. (Cottonwood Classic_

By: _____
Joellen Fonken

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairman

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing Temporary Weight Restricti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: March 21, 2023

Term Ends:

Grant Contract #:

Summary:

This restriction is to protect the driving surface of Slate River Road from damage during the spring melt when the low lying roadway is most fragile and prone to damage. This restriction occurs annually.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/21/2023

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 23-_____

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A
PORTION OF COUNTY ROAD 734 ALSO KNOWN
AS SLATE RIVER ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the “Board”) has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter “County Road 734”), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 for the season beginning March 21, 2023 through May 15, 2023, or sooner if conditions allow.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of March, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Elizabeth K. Smith, Vice Chairperson

By: _____
Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: STATE OF COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

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

Summary:

This grant will provide \$320,175.00 toward the reconstruction of the septic system on the west side of Somerset. This system is currently operational, but has been identified for replacement by consultants. The final cost of the replacement will be determined by the bids received. but the engineer's

Fiscal Impact: \$320,175

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: Required Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/16/2023

County Attorney Review: Required Not Required

Comments:
Legally sufficient. SO 3/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/16/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: _____

Agenda Date: 3/21/2023



SOMERSET COLORADO REPLACEMENT FOR WASTEWATER TREATMENT SYSTEM

PROJECT SUMMARY

Somerset, Colorado is an existing small former coal mining town located in Gunnison County, Colorado, along the North Fork of the Gunnison River. The town is located south of Colorado Highway 133 between Paonia and Carbondale. Currently, part of the town is on a shared community wastewater treatment system (WWTS). The WWTS in question is experiencing some maintenance concerns and services 23 existing single-family homes. A plan for this system was produced by Del-Mont Consultants Inc. on or about 2-6-93. It appears that the system is currently operating in accordance with this plan. This WWTS is approximately 28 years old, and has reached a normal operating period for this type of system. In those 28 years, there has been no contamination noted or observed in the North Fork of The Gunnison River or on adjacent properties.

Due to age, ongoing maintenance, and reported times of field saturation, it has been determined that the existing WWTS is experiencing it's complete lifespan, and it is time to replace the system. Due to site limitations, it is proposed to replace the existing system tanks, distribution boxes, and gravity soil treatment area chambers with new chambers, tanks, secondary treatment tanks, and distribution boxes along with adding a sand layer. This replacement system will be approximately the same size as the previous system and will continue to service the 23 existing homes and 2 potential homes that may be constructed on existing property in the service area. An existing lift station will be replaced with a 3 compartment concrete tanks and a high head effluent pump. This will provide separation of the solids at the tank. By no longer grinding up the solids, they will be more likely to settle and not migrate to the replaced soil treatment area. The secondary treatment tanks and sand will provide more treatment than the previous system.

After receiving replacement approval from CDPHE a bidding process will take place. Once a contractor is selected and construction begins it should take approximately 8 weeks or less to replace the existing WWTS.

This is a replacement of an existing system that services a portion of Somerset, Colorado. It will be located and is approximately the same size as the existing WWTS. Gunnison County will be the applicant and governing agency during construction as they currently maintain the existing WWTS. CDPHE may have some oversight on the construction process too. This replacement system should function properly for a minimum of about 10 to 20 years. This replacement system will provide the residences that are serviced by the existing system with reliable sanitation system until the owners or the County finalize plans and funding for a local upgraded wastewater treatment system for the entire area including all homes in the unofficial Town of Somerset..

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGE(S)

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Contractor Gunnison County 200 East Virginia Gunnison, Colorado 81230
Original Contract Number 2023*3647	Contract Performance Beginning Date The later of the Effective date or March 17, 2023
Contract Maximum Amount Initial Term 03/17/2023-03/16/2028 \$320,175.00 Contract Maximum Amount \$320,175.00	Contract Expiration Date March 16, 2028 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Upon delivery and acceptance of performance Funding Source: State \$320,175.00	Miscellaneous Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): Enter Program specific Procurement Method: Request for Application (RFA) Solicitation Number (if any): 32372
State Representative Armando Herald Local Assistance Unit Manager Water Quality Control Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	Contractor Representative Martin Schmidt Assistant County Manager for Public Works Gunnison County 200 East Virginia Gunnison, Colorado 81230
Exhibits The following Exhibits and Attachments are attached and incorporated into this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget	
Contract Purpose This project serves to improve the existing wastewater system serving part of the Town of Somerset, Colorado to upgrade the current storage tanks and add a secondary treatment area.	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p>CONTRACTOR Gunnison County</p> <hr/> <p>By: Signature Jonathan Houck</p> <hr/> <p>Name of Person Signing for Contractor Chair, Board of County Commissioners</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: <u>3/21/2023</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Public Health and Environment (the “State” or “CDPHE”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §19 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five (5) years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than five (5) years absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not

apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§12.A.i.a.**

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to

any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in §2.D.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. “**Exhibits**” means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. “**Initial Term**” means the time period defined in §2.B.
- O. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- P. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment

information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

- S. “**Services**” means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- T. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- V. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. “**Subcontractor**” means third parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. “**Work**” means the delivery of the Goods and performance of the Services described in this Contract.
- AA. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

A. Completion of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the

delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

B. Option to Initiate Phase

The State, at its discretion, shall have the option to direct Contractor to begin performance of any of the contract phases described in the Exhibits. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Sample Option Letter Exhibit. The Contractor shall begin work on each phase as of the effective date of the notice requiring Contractor to complete that phase, or a later date if one is contained in the notice, and shall complete all Work described for that phase in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has

concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §19 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §19 "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action

and deliver copies of such pleading or document to the State's principal representative identified in on the Signature and Cover Page.

B. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **15**, in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§6.B** shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor

Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as this Contract, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation

from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an

employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described

in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11., shall have all of the remedies listed in this §12.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold

any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(a)** secure that right to use such Work for the State or Contractor; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDPHE as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now

known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of

Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single

or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et

seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment**

compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

19. SAMPLE OPTION LETTER

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246	Original Contract Number: Click here to enter text
Contractor (Name and Address) Click here to enter text	Option Letter Contract Number: Click here to enter text
Contract Performance Beginning Date : Click here to enter text	Current Contract Expiration Date: Click here to enter text

CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (Dates)	Total
Current Contract Maximum Cumulative Amount						

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates
- E. Option to initiate next phase of Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter text** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text** of the Original Contract referenced above, the State hereby exercises its option to **Click here to enter text** the quantity of **Click here to enter text** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text**.
- C. In accordance with Section(s) **Click here to enter text** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text** for the following reason: **Click here to enter text**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) **Click here to enter text** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text**, which shall begin on **Click here to enter text** and end on **Click here to enter text** at the cost/price specified in Section **Click here to enter text**.
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter text** whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Controller _____</p> <p>Option Effective Date: _____</p>
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**ADDITIONAL PROVISIONS
To Original Contract Routing Number 2023*3647**

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed CDPHE Reimbursement Invoice Form Upon delivery and acceptance of performance. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

The Contractor shall submit the completed CDPHE Reimbursement Invoice Form and Expenditure Details page, and all applicable invoices to substantiate the amount being requested, using the transmittal form on the WQCD Water Quality Webpage, <https://cdphe.colorado.gov/water-quality/funding-grants-and-loans/water-quality-grants>.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, “Local Match”, if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State’s fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **ten (10)** calendar days, to correct the noted deficiencies.
3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

STATEMENT OF WORK
To Original Contract Number 2023*3647

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

- I. **Entity Name:** Gunnison County
- II. **Project Description:** This project serves to improve the existing wastewater system serving part of the Town of Somerset, Colorado. The current wastewater system is at the end of its lifespan. This project is to upgrade the current storage tanks and add a secondary treatment area. The final designs for the improvements have been submitted to CDPHE for engineering approval. Making improvements to the wastewater system will have a beneficial impact on the public health and environment for the State of Colorado.
- III. **Definitions:**
1. CDPHE - Colorado Department of Public Health and Environment
 2. WQCD- Water Quality Control Division
- IV. **Work Plan:**

Goal #1: To improve and protect public health and the environment by improving water quality for small communities across Colorado.	
Objective #1: No later than the expiration date of the contract upgrade the shared community wastewater system servicing part of the Town of Somerset, Colorado.	
Primary Activity #1	The Contractor shall complete the engineering designs to upgrade the wastewater system.
Sub Activities	1. The Contractor shall obtain CDPHE engineering approval of the final construction designs.
Primary Activity #2	The Contractor shall complete construction activities for the upgrades to the wastewater system.
Sub-Activities	<ol style="list-style-type: none"> 1. The Contractor shall oversee construction. 2. The Contractor shall obtain all necessary permits for the completion of the installation. 3. The Contractor shall bid the project. 4. The Contractor shall create a bid tabulation. 5. The Contractor shall award the project. 6. The Contractor shall issue a notice to proceed. 7. The Contractor shall document the completed construction with photographs. 8. The Contractor shall obtain an engineer's certified statement that the upgrades have been constructed in accordance with CDPHE regulations for wastewater systems.
Primary Activity #3	The Contractor shall construct the upgrades.
Primary Activity #4	The Contractor shall prepare reports.
Sub Activities	<ol style="list-style-type: none"> 1. The Contractor shall prepare quarterly reports. 2. The Contractor shall prepare a final report.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.

EXHIBIT B

	<ol style="list-style-type: none"> 2. The Contractor shall obtain CDPHE engineering section approval prior to construction. 3. The Contractor shall comply with the CDPHE Water Quality Control Commission's regulations for the construction of wastewater systems. The regulations are accessible on the website, https://cdphe.colorado.gov/water-quality-control-commission-regulations. 4. The Contractor shall use the CDPHE quarterly report form and final report form. These documents are incorporated and made a part of this contract by reference and are available on the WQCD Water Quality Grants website, https://cdphe.colorado.gov/water-quality/funding-grants-and-loans/water-quality-grants. 5. The quarterly report shall contain a written description of progress made on the project. 6. The final report shall contain a written description of the activities completed. 	
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. An upgraded storage system and secondary treatment area for the community wastewater treatment system. 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Data in the reports. 	
	Completion Date	
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall send the CDPHE engineering approval of the final construction designs to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion.
	<ol style="list-style-type: none"> 2. The Contractor shall send the construction contract bid documentation to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion.
	<ol style="list-style-type: none"> 3. The Contractor shall send the construction contract bid tabulation to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion.
	<ol style="list-style-type: none"> 4. The Contractor shall send the construction contract notice of award to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion.
	<ol style="list-style-type: none"> 5. The Contractor shall send the construction contract notice to proceed to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion.
	<ol style="list-style-type: none"> 6. The Contractor shall send an engineer's certified statement that the upgrades have been constructed in accordance with CDPHE regulations for wastewater systems. 	No later than the next quarterly reporting period after completion, or no later than 30 days before the contract expiration date, whichever is sooner.
	<ol style="list-style-type: none"> 7. The Contractor shall send photographs of the completed construction of the upgraded storage system to the CDPHE project manager via email. 	No later than the next quarterly reporting period after completion, or no later than 30 days before the contract expiration date, whichever is sooner.

EXHIBIT B

	8. The Contractor shall send photographs of the completed construction of the new treatment area to the CDPHE project manager via email.	No later than the next quarterly reporting period after completion, or no later than 30 days before the contract expiration date, whichever is sooner.
	9. The Contractor shall submit a quarterly report form via the WQCD Water Quality Grants webpage, https://cdphe.colorado.gov/water-quality/funding-grants-and-loans/water-quality-grants .	No later than each: Jan. 20, April 20, July 20, Oct. 20 during the contract term.
	10. The Contractor shall submit a final report in accordance with instructions accessible on the WQCD Water Quality Grants website, https://cdphe.colorado.gov/water-quality/funding-grants-and-loans/water-quality-grants .	No later than the next quarterly reporting period after completion, or no later than 30 days before the contract expiration date, whichever is sooner.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Grant Project Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Grant Project Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

Budget Original Contract Routing Number 2023*3647
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These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. **Entity Name:** Gunnison County

II. **Budget Table**

CDPHE SCG Funding Awarded				Required Match	Total
Primary Activity	Unit Price of funding	Number of Units	Total	Match funds *	
1. The Contractor shall obtain CDPHE approval of the final designs.	\$0.00	1	\$0.00	\$13,805.52	\$13,805.52
2. The Contractor shall complete Construction activities.	\$0.00	1	\$0.00	\$21,000.00	\$21,000.00
3. The Contractor shall construct the upgrades.	\$320,175.00	1	\$320,175.00	\$18,540.00	\$338,715.00
4. The Contractor shall submit reports.	\$0.00	1	\$0.00	\$11,500.00	\$11,500.00
Totals			\$320,175.00	\$64,845.52	\$385,020.52
Project Total					\$385,020.52
Colorado Department of Public Health and Environment Contract Amount					\$320,175.00

* Matching funds does not include the base contingency of 20% that may be included in the overall match.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending Gunnison County Ambulance Lic

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

A Resolution for the Gunnison County Board of Commissioners to amend the Gunnison County Ambulance Licensing Regulations to improve ambulance response times.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 3/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 3/21/2023

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2023- _____

A RESOLUTION AMENDING GUNNISON COUNTY AMBULANCE
LICENSING REGULATIONS ADOPTED BY RESOLUTION 2018-13

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") pursuant to the authority granted in the *Colorado Emergency Medical and Trauma Services Act*, Colo. Rev. Stat. § 25-3.5-101, *et seq.*, as amended, and the Colorado Department of Public Health and Environment; Health Facilities and Emergency Medical Services Division; *Emergency Medical Services Rules*, 6 CCR 1015-3, as amended, has the ability to set standards for the regulation of Ambulance Services and is authorized to adopt Gunnison County Ambulance Licensing Regulations; and

WHEREAS, the Board has enacted Resolution 2018-13, a Resolution Adopting Gunnison County Ambulance Licensing Regulations and Repealing Previous Resolutions Pertaining to the Same; and

WHEREAS, the Board, with the input and advice of local city officials and emergency response agencies, have addressed and considered those factors that will have the best chance of improving outcomes for individuals who are sick, injured, or otherwise incapacitated or helpless; and

WHEREAS, the Board believes that ongoing coordination and collaboration with local emergency response agencies and others will lead to improvements in medical care, response times, quality, and oversight; and

WHEREAS, the Board finds it to be in the best interest of citizens of and visitors to Gunnison County to amend the *Gunnison County Ambulance Licensing Regulations* to improve ambulance response times; and

WHEREAS, the Board believes that establishing an ambulance service area ("ASA"), coupled with continuing coordination with other ambulance service providers licensed in the county or under existing mutual aid agreements ,will benefit the public and provide citizens throughout Gunnison County Countyline-to-Countyline coverage of Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED, by the Board, that in order to preserve the public health, safety, and welfare, and in accordance with the law, Gunnison County Ambulance Licensing Regulations, as adopted by Resolution 2018-13, shall be amended as follows:

1. Appendix A, Section A, Definitions is hereby amended to include the following Subsection 2A:

2A: Ambulance Service Area (ASA):

- a. A geographic area within Gunnison County assigned by the Board to an Ambulance Transport Agency.
- b. Establishing of any ASA will be based on the following criteria:
 - i. The overall advantage to the EMS system in terms of ensuring quality and cost performance.
 - ii. The economic impact and economic viability of the countywide EMS system.
 - iii. The ability to gain economies of both scale and scope for agencies providing services in the county.
 - iv. The incremental cost and complexity of providing medical and regulatory oversight.
 - v. Establishing protocols to reduce unnecessary travel by Ambulance Transport Agencies licensed in Gunnison County.
- c. Ambulance Service Area Boundary Changes. At any time, the Board may change the boundaries of an existing ASA, or create other ASAs, or incorporate or remove non-emergency services in ASAs in order to provide for the effective and efficient provision of Emergency Medical Services.
- d. Prior to making changes to ASA boundaries, the Board shall receive advice and comment from the Ambulance Transport Agen(ies) affected or claimed to be affected by the change, the EMS Council, the Department, and the EMSMD.
- e. If local city or special district boundaries change through annexation or exclusion, the Board may authorize a change to the ASA boundary.
- f. The Board shall consider impacts on other service providers and on the public prior to making boundary changes.
- g. A provider serving an ASA may request a boundary change from the Board if serving the ASA within the existing boundary creates an economic or operational hardship on the provider.

2. Appendix A, Section B, Regulations is hereby amended to add the following new Section 1A:

1A. Gunnison Valley Health Paramedics Ambulance Service Area

- a. The Board establishes Gunnison Valley Health Paramedics Ambulance Service Area (ASA). A map of the ASA is attached as Exhibit A.
- b. Notwithstanding any Licensee’s authorization to operate within Gunnison County, Gunnison Valley Health Paramedics, an Ambulance Transport Agency licensed by Gunnison County (“GVH EMS”), shall be the only Ambulance Transport Agency authorized to furnish ambulance services from any hospitals located within Gunnison Valley Health Paramedics Ambulance Service Area (ASA).
- c. GVH EMS shall have full legal authority to exercise emergency response mutual aid agreements with other surrounding emergency response agencies within their ambulance service area.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Laura Puckett Daniels, Commissioner

By _____
Elizabeth Smith, Commissioner

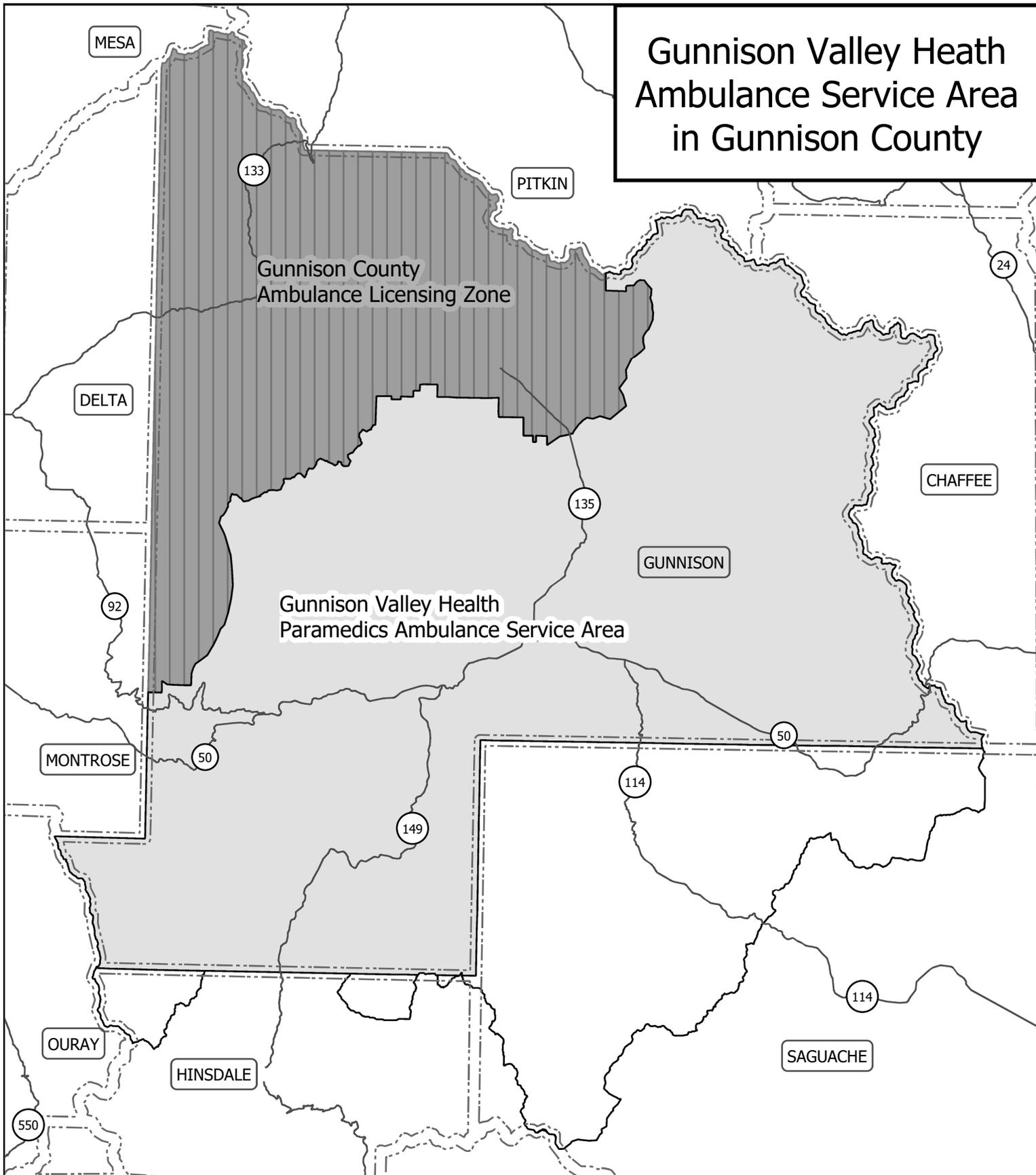
ATTEST:

Deputy County Clerk

Exhibit A
ASA Service Area

[Insert ASA Map within Gunnison County]

Gunnison Valley Health Ambulance Service Area in Gunnison County



-  Gunnison Valley Health Ambulance Service Area
-  Gunnison County Ambulance Licensing Zone
-  County Boundaries

EXHIBIT A



11.0 mi





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2018-13

A RESOLUTION ADOPTING GUNNISON COUNTY AMBULANCE
LICENSING REGULATIONS AND REPEALING PREVIOUS RESOLUTIONS
PERTAINING TO THE SAME

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") pursuant to the authority granted in the *Colorado Emergency Medical and Trauma Services Act*, Colo. Rev. Stat. § 25-3.5-101, *et seq.*, as amended, and the Colorado Department of Public Health and Environment; Health Facilities and Emergency Medical Services Division; *Emergency Medical Services Rules*, 6 CCR 1015-3, as amended, has the ability to set standards for the regulation of Ambulance Services and is authorized to adopt Gunnison County Ambulance Licensing Regulations; and

WHEREAS, on September 25, 1978 the Board adopted Resolution No: 1978-37, *A Resolution Providing For the Regulation Of The Provision Of Ambulance Services Within Gunnison County And Providing For The Issuance Of A Permit Therefor*, and

WHEREAS, on July 1, 1997, the Board adopted Resolution No: 1997-37, *A Resolution No. 37, Series 1997 For The Regulation Of The Provision Of Ambulance Services Within Gunnison County And Providing For The Issuance Of A Permit Therefor Updating Resolution* which was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 9, 1997, bearing Reception No: 476691; and

WHEREAS, on July 5, 2016 the Board adopted new regulations for ambulance licensing in Gunnison County, Colorado by approval of Resolution No. 2016-29, *A Resolution Adopting Gunnison County Ambulance Licensing Regulations and Repealing Previous Regulations* which was recorded in records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 6, 2016, bearing Reception No: 640356; and

WHEREAS, on November 15, 2016, the Board amended Resolution No: 2016-29 by adopting Resolution No. 2016-43, *A Resolution Amending the Adopted Gunnison County Ambulance Licensing Regulations* which was recorded in records of the Office of the Clerk and Recorder of Gunnison County, Colorado on November 16, 2016, bearing Reception No: 643376; and

WHEREAS, the Board finds that the updated *Gunnison County Ambulance Licensing Regulations* attached hereto and incorporated herein by reference as Appendix "A" are necessary and in the best interests of the community and visitors of Gunnison County, Colorado; and

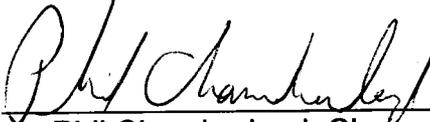


NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Gunnison, Colorado shall and hereby does:

1. Repeal and rescind the following Resolutions:
 - A. Resolution No: 1978-37, *A Resolution Providing For the Regulation Of The Provision Of Ambulance Services Within Gunnison County And Providing For The Issuance Of A Permit Therefor*, adopted September 25, 1978; and
 - B. Resolution No: 1997-37, *A Resolution No. 37, Series 1997 For The Regulation Of The Provision Of Ambulance Services Within Gunnison County And Providing For The Issuance Of A Permit Therefor Updating Resolution*, adopted on July 1, 1997 and recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 9, 1997, bearing Reception No: 476691; and
 - C. Resolution No. 2016-29, *A Resolution Adopting Gunnison County Ambulance Licensing Regulations and Repealing Previous Regulations*, adopted on July 5, 2016 and recorded in records of the Office of the Clerk and Recorder of Gunnison County, Colorado on July 6, 2016, bearing Reception No: 640356; and
 - D. Resolution No. 2016-43, *A Resolution Amending the Adopted Gunnison County Ambulance Licensing Regulations*, adopted on November 15, 2016 and recorded in records of the Office of the Clerk and Recorder of Gunnison County, Colorado on November 16, 2016, bearing Reception No: 643376; and
2. Adopt the *Gunnison County Ambulance Licensing Regulations* attached hereto as Appendix "A".

INTRODUCED by Commissioner Houck, seconded by Commissioner Messner, and adopted this 1st day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Phil Chamberland, Chairperson

By 
Jonathan Houck, Commissioner

By 

John Messner, Commissioner



ATTEST:



Deputy County Clerk





APPENDIX "A"

Gunnison County Ambulance Licensing Regulations

A. Definitions

1. **Ambulance:** Any public or privately owned land vehicle especially constructed or modified and equipped, intended to be used, and maintained or operated by, ambulance services for the transportation upon the roads, streets and highways of the State of Colorado, of individuals who are sick, injured, or otherwise incapacitated or helpless.
2. **Ambulance Service:** The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, the person(s) so engaged or professing to be so engaged and the vehicles used for the emergency transportation of persons injured at a mine are excluded from this definition when the personnel utilized in the operation of said vehicles are subject to the mandatory safety standard of the Federal Mine Safety and Health Administration, or its successor agency.
3. **Ambulance Transport Agency:** Any public agency, volunteer organization or commercial enterprise licensed as an ambulance service by the Board of County Commissioners of any Colorado county, sometimes referred to herein as a "Licensed Ambulance Service."
4. **Ambulance-advanced life support:** A vehicle equipped in accordance with the rules pertaining to Emergency Medical Services, 6 CCR1015-3, as they may be amended, and operated by an ambulance service authorizing the vehicle to be used to provide ambulance service limited to the scope of practice of the Emergency Medical Technician-Intermediate or Emergency Medical Technician-Paramedic as defined in the Colorado Board of Medical Examiners rules.
5. **Ambulance-basic life support:** A vehicle equipped in accordance with the rules pertaining to Emergency Medical Services, 6 CCR 1015-3, as they may be amended, and operated by an ambulance service authorizing the vehicle to be used to provide ambulance service limited to the scope of practice of the Emergency Medical Technician-Basic as defined in the Colorado Board of Medical Examiners rules, as they may be amended.
6. **Ambulance-basic life support with advanced life support capabilities:** A vehicle equipped in accordance with Section 9 of the rules pertaining to Emergency Medical Services, 6 CCR 1015-3, as they may be amended, and



operated by an ambulance service authorizing the vehicle to be used to provide ambulance service limited to the scope of practice of the Emergency Medical Technician-Basic as defined in the Colorado Board of Medical Examiner Rules, as they may be amended. The vehicle may operate as an advanced life support transport when it contains both the additional required equipment and supplies and is properly staffed with an Emergency Medical Technician-Intermediate or Emergency Medical Technician-Paramedic.

7. **Ambulance Credential Card:** A County issued credential card, displayed on the left side (driver side) of the windshield dashboard area of an ambulance unit indicating that it has been inspected and issued a permit to operate in Gunnison County, Colorado. The credential card shall indicate the month and year of validation.
8. **Authorized Representative:** The Gunnison County Emergency Manager or her/his designee and/or deputy. This individual is responsible for coordinating the licensure of ambulances and the administration of these regulations.
9. **Based:** An ambulance service headquartered, having a substation, office ambulance post or other permanent location in a county.
10. **Board:** the Board of County Commissioners for Gunnison County, Colorado.
11. **Board of Medical Examiners Rules:** Rules adopted by the Board of Medical Examiners which establish responsibilities of Medical Directors and all authorized acts of Emergency Medical Technicians.
12. **Council:** Colorado Emergency Medical and Trauma Services Advisory Council
13. **Department:** Colorado Department of Public Health & Environment
14. **Director:** The Gunnison County Emergency Manager
15. **Disaster Aid:** In the event of an all hazards event, including but not limited to air transport crash, terrorist attack, natural disaster earthquake, ambulances may be called upon by another jurisdiction or county in which they are not licensed to serve, to provide emergency support. No formal contracts or mutual aid agreements for assistance or additional licenses are needed for this type of disaster response during a catastrophic event.



16. **Emergency:** Actual or self-perceived event which threatens life, limb or well-being of an individual in such a manner that immediate medical care is needed.

17. **Emergency Call:** A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number or its local equivalent, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility indefinitely.

18. **Licensed Medical Facility:** A business entity or agency that is granted a license or certificate to operate as a health care entity, within the State of Colorado, and that bears legal responsibility for compliance with all applicable federal and state statutes and regulations, pursuant to and in accordance with the Colorado Department of Public Health and Environment Rules and Regulations, as they may be amended.

19. **Emergency Medical Technician:** An individual who holds a valid Emergency Medical Technician's certificate issued by the Colorado Department of Public Health and Environment. The three classes of emergency medical technicians as follows:

a. **Emergency Medical Technician-Basic (EMT-B):** An individual who holds a current and valid Emergency Medical Technician-Basic certificate issued by the Department.

b. **Emergency Medical Technician-Intermediate (EMT-I):** An individual who holds a current and valid Emergency Medical Technician- Intermediate certificate issued by the Department.

c. **Emergency Medical Technician-Paramedic (EMT-P):** An individual who holds a current and valid Emergency Medical Technician-Paramedic certificate issued by the Department.

20. **Graduate EMT-Intermediate:** An individual who has successfully completed a Department recognized Emergency Medical Technician- Intermediate training course but has not yet successfully completed the certification requirements set forth by the Department.

21. **Graduate EMT-Paramedic:** An individual who has successfully completed a Department recognized Emergency Medical Technician-Paramedic training course but has not yet successfully completed the certification requirements set forth by the Department.



22. **License:** The authorization issued by the appropriate authority to operate an ambulance service in Gunnison County. The license may not be assigned, sold or otherwise transferred.
23. **Licensee:** The legal entity that has been issued a license by the appropriate authority to provide ambulance service in Gunnison County.
24. **Medical Director:** A physician who holds an active Colorado Medical License, who establishes protocols and standing orders for medical acts performed by Department- certified EMTs of a prehospital EMS service agency who is specifically identified as being responsible to assure the competency of the performance of those acts by such department-certified EMTs as described in the physicians medical continuous quality improvement program. Any reference to a "physician advisor" in the State of Colorado EMS rules or in the Board of Medical Examiners previously adopted rules shall apply to a "Medical Director" as defined in these rules.
25. **Medical quality improvement program:** A process consistent with the Colorado Board of Medical Examiners rules, 3 CCR 713-6, as they may be amended, used to objectively, systemically and continuously monitor, assess and improve the quality and appropriateness of care provided by the medical care providers operating on an ambulance service.
26. **Mutual Aid:** A written, contractual agreement between two licensees to supplement services in each other's response districts. A mutual aid agreement does not exempt an Ambulance from the licensing requirements of the local government within which mutual aid is provided.
27. **Out-of-County Licensee:** An ambulance service which is properly licensed in its home county and has met applicable State of Colorado ambulance licensing requirements.
28. **Patient:** Means any individual, who is sick, injured, has experienced a traumatic injury, or is in need of immediate professional medical attention and who has been treated.
29. **Patient Care Report:** A medical record of an encounter between any patient and a provider of medical care.
30. **Permit:** The authorization issued by the governing body of a local government with respect to an ambulance used or to be used to provide ambulance service in the State of Colorado. The permit may not be assigned, sold or otherwise transferred.



31. Quick Response Teams: Provides initial care to a patient prior to the arrival of an ambulance.

32. Rescue Unit: Any organized group chartered by the State of Colorado as a corporation not for profit or otherwise existing as a nonprofit organization whose purpose is the search for and the rescue of lost or injured persons and includes, but is not limited to, such groups as search and rescue, mountain rescue, ski patrols, (either volunteer or professional), law enforcement posse, civil defense units, or other organizations of governmental designation responsible for search and rescue.

33. To Operate in Gunnison County: The providing of Ambulance service or transport of patients within the boundaries of Gunnison County, Colorado.

B. Regulations

1. Ambulance Service License Required: No person or agency, private or public shall transport a patient from or to any point within Gunnison County in an Ambulance to any point within or outside Gunnison County unless the person or agency holds a valid license and permit issued by Gunnison County where the service is based.

2. Advanced Life Support Ambulance: No Ambulance Service shall operate, charge for service advertise, display, or claim to be an advanced life support ambulance service unless it is licensed, equipped, and staffed to meet the definition of an Ambulance – Advanced Life Support.

3. Basic Life Support Ambulance: No Ambulance Service shall operate, charge for service, advertise, display or claim to be a basic life support ambulance service unless it is licensed, equipped and staffed to meet the definition of Ambulance – Basic Life Support.

4. Ambulance Crew Members: No patient shall be transported in an Ambulance that is providing service originating within Gunnison County unless the ambulance is staffed by a crew consisting of at least one Emergency Medical Technician (EMT) and one Emergency Vehicle Operator. The EMT will be responsible for direct patient care and shall be certified as an EMT-Basic or higher. The minimum requirement for the Emergency Vehicle Operator, or driver, shall be a valid driver's license.



5. Exceptions to License and Vehicle Permit Requirements Exceptions: The provisions of the licensing and permit paragraphs set forth in this policy shall not apply to the following:

- a. Vehicles used for the transportation of persons injured at a mine when the personnel used on the vehicles are subject to the mandatory safety standards of the Federal Mine Safety and Health Administration, or its successor agency.
- b. Vehicles used by other agencies including quick response teams and rescue units that do not routinely transport patients or vehicles used to transport patients for extrication from areas inaccessible to a permitted ambulance. Vehicles used in this capacity may only transport patients to the closest practical point for access to a permitted ambulance or hospital.
- c. Vehicles, including ambulances from another state, used during major catastrophe or mass casualty incident rendering services when permitted ambulances are insufficient.
- d. An ambulance service that does not transport patients from points originating in Colorado, or transporting a patient originating outside the borders of Colorado.
- e. Vehicles used or designed for the scheduled transportation of convalescent patients, individuals with disabilities, or persons who would not be expected to require skilled treatment or care while in the vehicle.
- f. Vehicles used solely for the transportation of intoxicated persons or persons incapacitated by alcohol or drugs but who are not otherwise disabled or seriously injured and who would not be expected to require skilled treatment or care while in the vehicle.
- g. Ambulances operated by a department or an agency of the federal government, originating from a federal reservation for the purpose of responding to, or transporting patients under federal responsibility.

C. Insurance

1. No ambulance shall operate in Gunnison County unless it is covered by insurance as set forth in this paragraph. Each ambulance service shall maintain insurance coverage for each and every ambulance owned, operated or leased by the ambulance service, providing coverage for injury to or death of persons in accidents resulting from any cause for which the owner of the said vehicle would



be liable on account of any liability imposed on him or her by law, regardless of whether the ambulance was being driven by the owner, his or her agent or lessee, or any other person and coverage as against damage to the property of another, including personal property, under like circumstances, in the following amounts:

Type of Insurance	Amount of Coverage
Worker's Compensation Insurance	Statutory Requirements
Public Liability and Property Damage	Bodily Injury Each Person \$1,000,000 Each accident \$2,000,000
	Property damage Each accident \$1,000,000
Professional Liability Coverage	Each person \$1,000,000
	Each accident \$2,000,000

2. Proof of insurance shall be filed with the Board, or its authorized representative, along with the application for an ambulance service license as required in these regulations. Every insurance policy required shall contain a provision for continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or bankruptcy of the insured, and that until a policy is revoked, the insurance company will not be relieved from liability on account of nonpayment of premiums, failure to renew license at the end of the year, or any act of omission of the named insured. At any time said insurance is required to be renewed or cancelled, proof of renewal or proof cancellation shall be provided to the Board, or its authorized representative. The motor vehicle insurance shall be a complying policy as defined in Colorado Revised Statutes Title X, part 6, as they may be amended.

3. A Certificate of Insurance with the Board named on the certificate holders copy shall indicate the vehicles covered by the policy, type of insurance (vehicle and professional liability, etc.) policy number(s), policy effective date, policy expiration date, amount of coverage, and contain a provision that thirty (30) days prior written notice of any cancellation or termination or revocation of said insurance policy shall be given to the Board and its authorized representative. A



copy of the policy shall be mailed within five (5) working days of the license application to the Gunnison County Emergency Manager.

4. Any change in the status of vehicles listed on the Certificate of Insurance during the licensing cycle, shall be noted on a new Certificate of Insurance and forwarded to the Board or its authorized representative within thirty (30) days of the changes.

5. Notification of any changes in insurance shall be made in writing within thirty (30) days of such changes to the Board, or its authorized representative by the Licensee, to be followed with a Certificate of Insurance as outlined in previous paragraphs. The Board may require additional proof of insurance at any time the Board determines it is needed in order to promote health, safety and welfare of residents of Gunnison County.

6. Ambulance service must attest to and provide if requested documentation regarding the process used to inform ambulance staff of the amount of professional liability insurance carried by the service.

D. Standards

1. Ambulance Specifications: Ground vehicles obtained, licensed and placed in use as ambulances shall, at a minimum, meet the guidelines as established by the Department. All ambulances shall have the name of the ambulance service clearly visible on each of its ambulances in operation.

2. Ambulance Equipment: Each ambulance shall contain minimal required equipment listed in the Department's rules pertaining to Emergency Medical Services, 6CCR1015-3, as they may be amended. Gunnison County may require additional equipment which exceeds the State of Colorado approved minimum required equipment.

3. Inspections:

a. The Authorized Representative shall inspect, or have inspected by a licensed mechanic, each ambulance to be issued a license in Gunnison County once a year or more often if required by the Board. Such inspection shall determine whether each ambulance is being properly maintained and contains the equipment specified in these regulations. Maintenance records shall be made available immediately upon request. Such inspections shall be in addition to other safety or motor vehicle inspections required to be made under Colorado law and shall not excuse compliance with any other requirements of Colorado law.



b. Any inspection necessary for application or renewal must be completed prior to the acceptance of an application or renewal application.

c. It is the responsibility of the ambulance service operator to have each vehicle inspected prior to licensing. An appointment must be made in advance prior to the performance of an inspection.

4. General Regulations:

a. All ambulances shall deliver Patients to the most appropriate licensed medical facility, as determined by the Medical Director or his designee, dependent on the Patient's medical needs and in accordance with Colorado Department of Public Health and Environment Rules and Regulations. When medically appropriate, the Patient's preference should be considered.

b. No Licensed Ambulance Service shall operate from a location other than those on file with Gunnison County, nor shall such Licensed Ambulance Service abandon said location without prior notification to Gunnison County.

c. Each Licensed Ambulance Service shall provide to Gunnison County, upon request, copies of its written policy and procedure manual, operational or medical protocols, or other documentation Gunnison County may deem necessary.

d. Each Licensed Ambulance Service shall ensure that a patient care report is completed for each patient that is assessed. The patient care report shall include the minimum pre-hospital care data and be provided to the Department as set forth in the Emergency Medical Services Rules 6 CCR 1015-3, as they may be amended.

e. Each Licensed Ambulance Service operating within Gunnison County shall have a Medical Director ("Licensee Medical Director") meeting the requirements established by the Colorado Board of Medical Examiners. The Licensee Medical Director shall supervise the medical acts performed by all personnel on the ambulance service. The service must inform Gunnison County within fifteen (15) calendar days, in writing, of changes in medical oversight of the ambulance service and/or the Licensee Medical Director of record.



- f. An ambulance service operating in Gunnison County shall comply with all Gunnison County and municipal zoning and other land use regulations.
- g. Each Licensed Ambulance Service shall ensure that an agency profile is completed and submitted to the Department as defined by the State of Colorado Emergency Medical and Trauma Services Advisory Council.
- h. Each ambulance service shall ensure submission of resource information to support the Colorado State Emergency Resource Mobilization Plan. The resource information will be used to populate the Resource Ordering and Status System (ROSS) database.
- i. Each Licensed Ambulance Service shall ensure compliance with current National Incident Management System (NIMS) training requirements.
- j. Each Licensed Ambulance Service licensure application shall include an attestation by the Licensee Medical Director of willingness to provide medical oversight and a medical continuous quality improvement program for the ambulance service.
- k. Each Licensed Ambulance Service operating in Gunnison County shall have an ongoing medical continuous quality improvement program consistent with the requirements as defined in the Colorado Board of Medical Examiners rules, 3 CCR 713-6, as they may be amended.
- l. Out-of-County Ambulance Services requesting licensure in Gunnison County, Colorado shall meet all standards and requirements set forth in these regulations and as noted in Section E.4.

E. Licenses

- 1. Application for Ambulance Service License: An application for an ambulance service shall be submitted in writing, payment of the required fees, and shall contain the following information and necessary supporting documents:
 - a. An initial or renewal application(s); Number of units operated by company, and application date;



- b. Owner/parent company name, address, and telephone number of the ambulance service, and the status of the owner as sole proprietor, partnership or corporation;
- c. Ambulance Service name, address, telephone number;
- d. Name, address, and telephone number of the person responsible for the management of the operations on a daily basis;
- e. Dispatch Center name, address, and telephone number;
- f. Insurance Company name and address;
- g. Insurance Agent name, address, and telephone number;
- h. Attachments to application:
 - (1) If the owner of the ambulance service or the applicant is a corporation: the name, address, and telephone number of each stockholder owning ten percent (10%) or more of the outstanding stock of such corporation and the name, address, and telephone number of each of the directors of the corporation;
 - (2) Certificate of insurance as set forth and required in this resolution;
 - (3) Drug list approved by the Licensee Medical Director for use in the field (signed and dated by the Licensee Medical Director);
 - (4) The geographic area to be served by the ambulance service;
 - (5) Motor Vehicle Condition forms for each vehicle;
 - (6) List of locations (central and sub-stations), where ambulances will be located. Attach zoning authorization if appropriate;
 - (7) It is the responsibility of the ambulance service to supply a personnel list at the time of licensing or renewal. The personnel list shall include: name, date of hire, levels of state certified EMTs and respective expiration dates, certification number, NIMS compliance data, and driver's license number. Terminations shall be reported to the authorized representative within thirty (30) days for any reason;



(8) List of current ambulances (include the year, make, type, and patient capacity for each vehicle);

(9) Proof of submission of data to Colorado State Emergency Resource Mobilization Plan;

(10) A check to cover required fees.

i. Applicant name, address, telephone number, and position in the company, hereinafter referred to as applicant

j. Licensee Medical Director's name, address, telephone number, medical license number and facility affiliation;

k. Licensee Medical Director's licensing requirements and responsibilities include:

(1) Meet the requirements established by Colorado Board of Medical Examiners (CBME) 3CCR713-6, as they may be amended.

(2) Provision of Medical Oversight for the ambulance service and personnel.

(3) Provision of a medical continuous quality improvement program (must be available to Gunnison County upon request).

(4) Ensure that the ambulance service complete a patient care report for each patient that is assessed.

(5) Ensure that the ambulance service completes and submits an agency profile.

(6) Investigate and provide written documentation of the investigation and resolution process of each complaint received from Gunnison County. (Non-compliance with any of these requirements may result in suspension or revocation of ambulance service license).

2. Issuance of Ambulance Service License: Upon receipt of an application for a license to provide ambulance service, Gunnison County shall review the application and the applicant's record. Gunnison County may issue the applicant a license to operate an ambulance service which shall be valid for a period of twelve (12) months following the date of issue providing that:



- a. The ambulance service staff, vehicle, equipment, and location comply with the requirements of these regulations.
 - b. The ambulance service personnel are certified or possess not less than the minimum qualifications set forth in provisions of these regulations.
 - c. The ambulance service pays the required fees of Seventy-Five Dollars (\$75.00) for each new license and each renewal thereafter, respective to that particular ambulance, to Gunnison County.
3. Upon approval of license, Licensee shall be notified within five (5) business days.
4. Out-of-County Ambulance Services which are properly licensed in its home county meeting State of Colorado ambulance licensing requirements and the standards and requirements set forth in these regulations shall submit the following:
- a. Gunnison County Ambulance License Application; and
 - b. Notarized copy of its Ambulance License from its home county; and
 - c. A fee of \$75.00 for each ambulance being licensed.
5. Ambulance Service License Renewal:
- a. Any such license, unless revoked by the Board, may be renewed by filing an application for renewal. Application for renewal shall be filed annually, but not less than thirty (30) days before the date the license or permit expires. Renewal applications shall be made available by Gunnison County to all agencies that currently hold a license, sixty (60) days prior to expiration. However, failure to receive such application shall not release the individual agency from its responsibility for renewal of said license. If re-application is not received at least thirty (30) days prior to license expiration; Gunnison County shall issue a temporary suspension notice and the applicant shall cease operation until license is re-issued. If temporary suspension notice is issued due to lapse of license, Gunnison County may charge an additional fee prior to approval of license renewal. Applicant shall cease operation until license is re-issued.
 - b. The procedure for approval and disapproval of applications for renewal of license shall be the same as for new applications.
 - c. If a temporary suspension notice is issued do to a lapse of license, Gunnison County shall notify local law enforcement authorities, fire departments, and Licensed Medical Facilities within five (5) business days.



6. **Transfer of License:** No license issued by the Board shall be sold, assigned, or otherwise transferred.

7. **Change of Ownership:** Change of ownership shall require a new application and license, with payment of the same license fee as is required for the original application. Any sale or exchange of stock in excess of twenty-five percent (25%) of the total outstanding stock of a corporation to anyone other than an existing stockholder at the time of the original issuance of license shall be deemed a change of ownership for the purpose of these regulations. Any change of ownership or any transfer of stock ownership of ten percent (10%) or more shall be reported in writing within thirty (30) days of such change or transfer.

F. Complaints and Investigation:

1. Gunnison County does not handle any billing complaints or billing related issues.

2. Complaints against any ambulance service based in Gunnison County or allegations of unlicensed Ambulance Services or vehicles without a valid permit operating within Gunnison County may be submitted in writing to the Authorized Representative. The Authorized Representative shall make contact with the complainant if additional information is necessary.

3. If the complaint is related to or involving billing questions, the Authorized Representative will communicate to the complainant that Gunnison County does not handle and shall not handle billing complaints related to any Licensed Ambulance Service in Gunnison County.

4. If the complaint is related to or involving medical treatments, procedures, and/or any other related issue that would require medical training, the Authorized Representative shall forward the complaint to the Gunnison County Medical Director. Upon the receipt of the medically related complaint, the Gunnison County Medical Director shall forward the complaint to the Licensee Medical Director for further investigation along with any questions the Gunnison County Medical Director deems important. The Licensee Medical Director shall investigate the complaint and create a report on the investigation. The report of the investigation shall include details, including, but not limited to:

- a. Who was working on and/or treating the patient;
- b. What, if any, treatment was being administered;



- c. Who authorized the treatment;
 - d. Where the patient was brought from and where that patient was taken;
 - e. Date, time, and place the complaint was alleged to have occurred;
 - f. Condition of the patient from when the ambulance service arrived until the patient was transferred, released, and/or perished; and
 - g. Any other pertinent details the Licensee Medical Director deems necessary to add to the report.
5. The Licensee Medical Director must respond in writing, to Gunnison County with results of the investigation and resolution, within 30 days of the Gunnison County Medical Director's initial contact with the Licensee Medical Director.
6. If the Licensee Medical Director fails or is unwilling to answer specific questions the Gunnison County Medical Director deems important. Gunnison County will automatically suspend the ambulance service's license effective immediately until the question is answered.
7. Upon the completion of the report of the investigation by the Licensee Medical Director, the Gunnison County Medical Director shall read and make a recommendation to the Authorized Representative, who then will make recommendations to the Board, as to the any temporary suspensions, suspensions, or revocation proceedings that may be necessary. The Board shall then make a decision as to temporarily suspend, suspend, or revoke the ambulance license, or not. The Authorized Representative shall notify other local ambulance services within the jurisdiction, in writing, of this complete process.
8. If the complaint is not medically related, the Authorized Representative shall make a good faith effort to evaluate the factual basis of the complaint and resolution and shall issue written notice of factual findings to the complainant and the Licensee Medical Director. It shall be at the recommendation of the Authorized Representative to the Board, as to whether temporary suspension, suspension, or revocation proceedings shall be commenced. The Authorized Representative shall notify other local entities with jurisdiction, in writing, of this complete process.
9. Within thirty (30) days of the date of written notice of findings and conclusions the complainant may appeal, in writing, to the Board which shall conduct a public hearing on the same.



10. The Authorized Representative may notify the Department, the Board of Medical Examiners, and/or other local entities with jurisdiction over the ambulance service of complaints against its medical technicians, or other medical personnel associated with the service or the Licensee Medical Director. Investigation and resolution of these complaints is the responsibility of the Department.

11. In any legal action against a Licensee in which it is alleged that the plaintiff's injury, illness or incapacity was aggravated by, or was otherwise injured by the negligence of the licensee, no negligence shall be presumed because of such allegations.

12. If a judgment is entered against such licensee, they shall within thirty (30) days, file a copy of such findings and Order of the Court, with the Authorized Representative. The Authorized Representative shall take note of such judgment for purposes of investigation and take appropriate action if there appears to be any violation of these regulations or any Colorado law or ordinance or regulations of any municipality in Gunnison County.

13. The Licensee shall notify the Authorized Representative of any judgment pending against the Licensee.

G. Revocation/Suspension Procedures and Hearings:

1. Gunnison County may on its own motion or on complaint, after investigation and/or public hearing at which the Licensee shall be afforded an opportunity to be heard, suspend or revoke any license issued by the Board pursuant to these regulations. The Licensee shall receive written notice of such temporary suspension, and a hearing shall be held no later than ten (10) business days after such temporary suspension. After such hearing, the Board may suspend or revoke any license issued pursuant to these regulations for any portion of or for the remainder of its life. At the end of such period, the person whose license was suspended or revoked may apply for a new license or permit as in the case of an original application. Suspension or revocation may result from violations of:

- a. Any provision of this policy, or
- b. Any law of the State of Colorado and any evidence of such violation may be considered by the Board, or
- c. Any rules and regulations promulgated pursuant to this policy.

2. All hearings before Gunnison County shall be in public and every vote and official act of the Board shall be public. Gunnison County has the power to administer oaths and issue subpoenas to require the presence of persons and the



production of papers, books and records necessary to the determination of any issue at any hearing which the Board is authorized to conduct.

3. Written notice of temporary suspension, suspension, or revocation as well as any required notice of such hearing, shall be given by certified mail to the Licensee at the address contained in such license application.

4. Any license may be temporarily suspended by the Board pending any prosecution, investigation, or public hearing. Nothing in this section shall prevent the summary suspension of such license for a period of not more than thirty (30) days after such temporary suspension. The Licensee shall receive written notice of such temporary suspension, and a hearing shall be held no later than ten (10) days after such temporary suspension. If any license is suspended or revoked, no part of the fee therefor shall be returned to the Licensee.

5. It shall be the duty of Gunnison County to notify local law enforcement authorities, fire departments, and the Licensed Medical Facilities of revocation or suspension.

6. The following practices shall be unlawful and may be grounds for suspension or revocation of licenses:

a. Willful and deliberate failure to respond to any call in the absence of good cause shown.

b. Willful and deliberate failure to transport a patient when required by the nature of the injury in the absence of a competent patient denial or emergency care.

c. Administration of any substances considered a drug or intravenous fluid unless under direct order of a physician, either present or by radio or telephone, except as permitted by protocol.

d. Administering unnecessary treatment or supplies to a patient for the purpose of increasing the patient's bill.

e. Charging for treatment or supplies not actually provided.

f. Call jumping (which is defined as a response to a call for ambulance service by an ambulance service company with the knowledge that another ambulance service company has been notified to respond to the call or is actually responding to the call.)



- g. Non-compliance with any rule or regulation promulgated by the Colorado State Board of Medical Examiners.
- h. Conduct which constitutes a significant threat to the health or safety of the individuals receiving emergency care from a Licensed Ambulance Service. Such conduct may include but not be limited to: persons who have been convicted of felonies or crimes involving moral turpitude and individuals engaged in substance abuse. Such persons shall be subject to investigation to determine whether the applicant has sufficiently rehabilitated to accept the responsibilities incumbent on a holder of such license.
- i. Failure to deliver a patient to the appropriate emergency facility, medical facility or medical services provider as set forth in these regulations.
- j. Operation of an ambulance/emergency medical vehicle while under the influence of alcohol or drugs.
- k. Requiring any employee of an ambulance service company to be on duty for any one period in excess of forty-eight (48) hours. Volunteer ambulance services are exempt.
- l. Making a false or fraudulent statement on any application for a license or permit issued pursuant to these regulations.
- m. Non-compliance and/or cooperation with the Authorized Representative and the Gunnison County Medical Director during the complaint process.

H. Miscellaneous

- 1. Use of Sirens and Emergency Equipment: All emergency equipment and warning devices shall be used in accordance with all Colorado traffic statutes, rules and regulations (42-4-213, C.R.S).
- 2. Alleged Negligence:
 - a. In any legal action against a Licensee in which it is alleged that the plaintiff's injury, illness, or incapacity was aggravated by, or was otherwise injured by the negligence of the Licensee. No negligence shall be presumed because of such allegations.



b. If a judgment is entered against such Licensee, he or she, shall, within thirty (30) days, file a copy of such findings and Order of the Court, with Gunnison County. Gunnison County shall take note of such judgment for purposes of investigation and take appropriate action if there appears to be any violation of these regulations, or of any Colorado law or ordinance or regulation of any municipality in Gunnison County.

c. The Licensee shall notify Gunnison County of any judgment pending against the Licensee in reference to the above Sections H.2.a and H.2.b.

3. Severability: If any of the provisions of these regulations are determined to be invalid, such determination shall not affect the remaining provisions of these regulations.

4. Remedies: These regulations create no third-party beneficiaries and no private remedy for the breach of any provision of these regulations. The penalties set forth herein are the sole and exclusive penalties and remedies for the breach of any provisions of these regulations.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Party Status and Comment on Proposed R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for Party Status and Comment on Proposed Rules, Oil and Gas Conservation Commission of the State of Colorado High Priority Habitat Map Rulemaking.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 3/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 3/21/2023

APPENDIX B

Statement of Basis, Specific Statutory Authority, and Purpose Amendments to Current Rules of the Colorado Oil and Gas Conservation Commission, 2 C.C.R. § 404-1

Cause No. IR Docket No. 230200062 High Priority Habitat Maps Rulemaking

This statement sets forth the basis, specific statutory authority, and purpose for amendments (“High Priority Habitat Maps Rulemaking”) to the Colorado Oil and Gas Conservation Commission (“Commission”) Rules of Practice and Procedure, 2 CCR 404-1 (“Rules”).

Unless otherwise specified, the new rules and amendments become effective twenty days after publication in the Colorado Register, per C.R.S. § 24-4-103(5).

In adopting amendments to the Rules, the Commission relied upon the entire administrative record for this rulemaking proceeding, which formally began on February 28, 2023, when the Commission submitted its Notice of Rulemaking to the Colorado Secretary of State for revisions to its 100 Series definitions. This record includes public comments, written prehearing statements, written prehearing testimony, and oral testimony and comments provided during public hearings and Commission deliberations.

Statutory Authority.

The Commission’s authority to promulgate amendments to the Rules is derived from the following sections of the Colorado Oil and Gas Conservation Act (“Act”), C.R.S. §§ 34-60-101 - 130:

- C.R.S. § 34-60-105(1), (Commission has the power to make and enforce rules);
- C.R.S. § 34-60-106(2.5)(a), (Commission will regulate oil and gas operations in a reasonable manner to protect and minimize adverse impacts to public health, safety, and welfare, the environment, and wildlife resources);
- C.R.S. § 34-60-108, (Commission has authority to adopt rules); and
- C.R.S. § 34-60-128(2), (Commission will minimize adverse impacts to wildlife resources).

Identification of Amended Rules.

Consistent with its statutory authority and its legislative mandates, and in accord with the administrative record, the Commission amended the 100 Series definition of High Priority Habitat.

APPENDIX B

Overview of Purpose and Intent.

During the Commission's Senate Bill 19-181 Rulemaking proceedings in 2020, it developed a definition for High Priority Habitat, which focuses on ensuring healthy wildlife populations by deferring to the expertise of Colorado Parks and Wildlife ("CPW") in identifying the species and habitats for which avoiding, minimizing, and mitigating impacts is critical based on the best available science. In adopting this definition, the Commission chose to use High Priority Habitat as the criteria to initiate certain permitting or review processes and substantive standards in its 300, 400, 900, and 1200 Series Rules. High Priority Habitat is an accepted CPW term that provides certainty that there is known geographic distribution of the habitat and species, impacts from development (oil and gas or otherwise) are well understood, and there is consensus on effective measures to protect the resource.

Maps showing and spatial data identifying the individual and combined extents of the High Priority Habitat areas were provided by CPW and attached to the 1200 Series Rules as Appendix VII. As stated in the 100 Series definition of High Priority Habitat, the Commission intended to coordinate with CPW to determine the current and relevant data upon which it will base the High Priority Habitat maps and to periodically update the maps. The extent of the High Priority Habitat is subject to periodic updates, but no more frequent than on an annual basis and will be modified only through the Commission's rulemaking process described in Rule 529. The Commission will notice the rulemaking proceeding by January 15 of each year with the intent of updating the maps and spatial data annually.

Amendments and Additions to Rules.

100 Series Definition of High Priority Habitat.

- The High Priority Habitat maps set forth in Appendix VII are amended to reflect the current understanding of wildlife habitat use in Colorado for the species identified as High Priority Habitat in its 300, 400, 900, and 1200 Series Rules. These proposed updates are a result of inventories and monitoring to determine the status and extent of the following High Priority Habitat areas: raptor nests and roost sites, grouse and prairie chicken lek sites and occupied ranges, bat hibernacula, migration corridors, production areas, severe winter ranges, winter concentration areas, aquatic, and winter ranges. These updates also reflect changes to any CPW-owned State Wildlife Areas and State Parks within the State of Colorado.

APPENDIX B

Effective Date.

The Commission adopted the proposed amendments at its hearing on June 14, 2023, in Cause No. IR, Docket No. 230200062. These amendments will become effective, per C.R.S. § 24-4-103(5), twenty days after publication in the Colorado Register.

DRAFT

COGCC 2023 High Priority Habitat Map Updates

2023 HPH preliminary stakeholder meeting - January 23, 2023



B. Marette

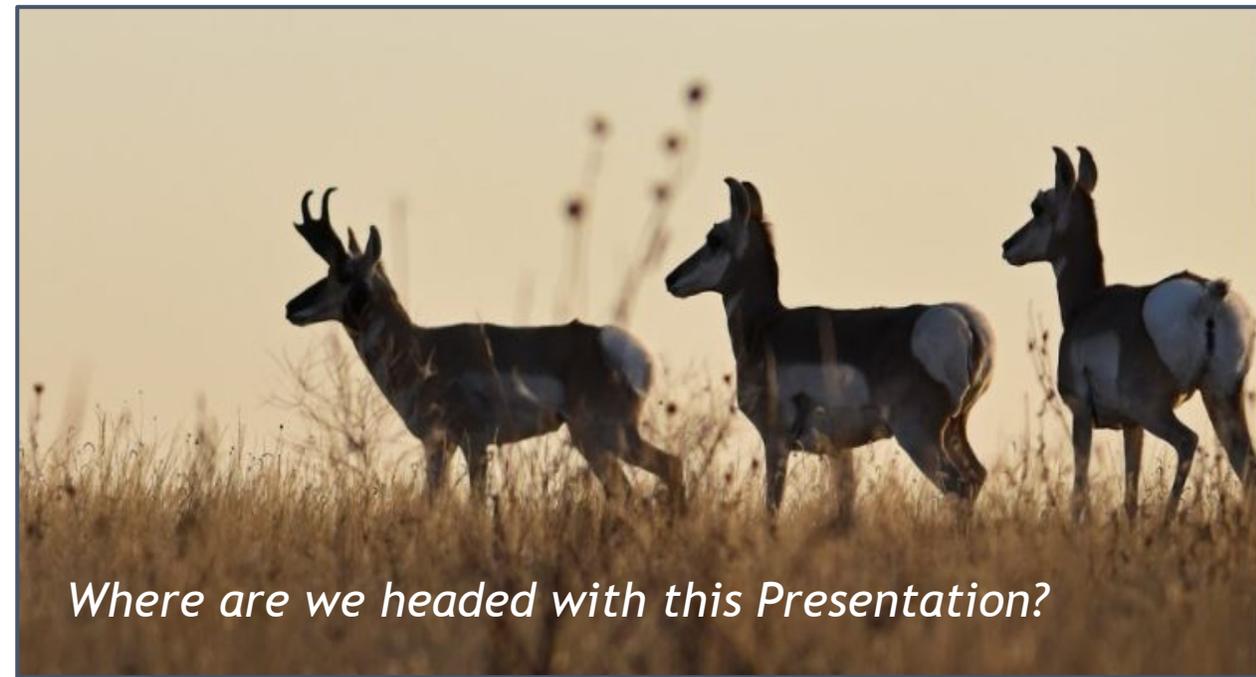
- Statewide changes to raptor & grouse points/polygons
- Mostly NE Region changes to big game and other HPH polygons



Brandon Marette, Certified Wildlife Biologist[®], Northeast Region Energy Liaison

Agenda

- CPW Background
- High-level Overview
 - Who uses our HPH maps
 - CPW's HPH maps & methodology
 - Data collection
 - COGCC's mapping updates
- Maps/numbers with revised HPH Layers
- Statewide Updates Grouse/Raptors
- NE Region Big Game
- Reasons for Changes
- Conclusion and Next Steps
- Q&A



GOAL:

- To provide stakeholders an overview of the HPH map process, updates, and a preview prior to COGCC's upcoming rulemaking process.

CPW's mission is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as **active stewards** of Colorado's natural resources.



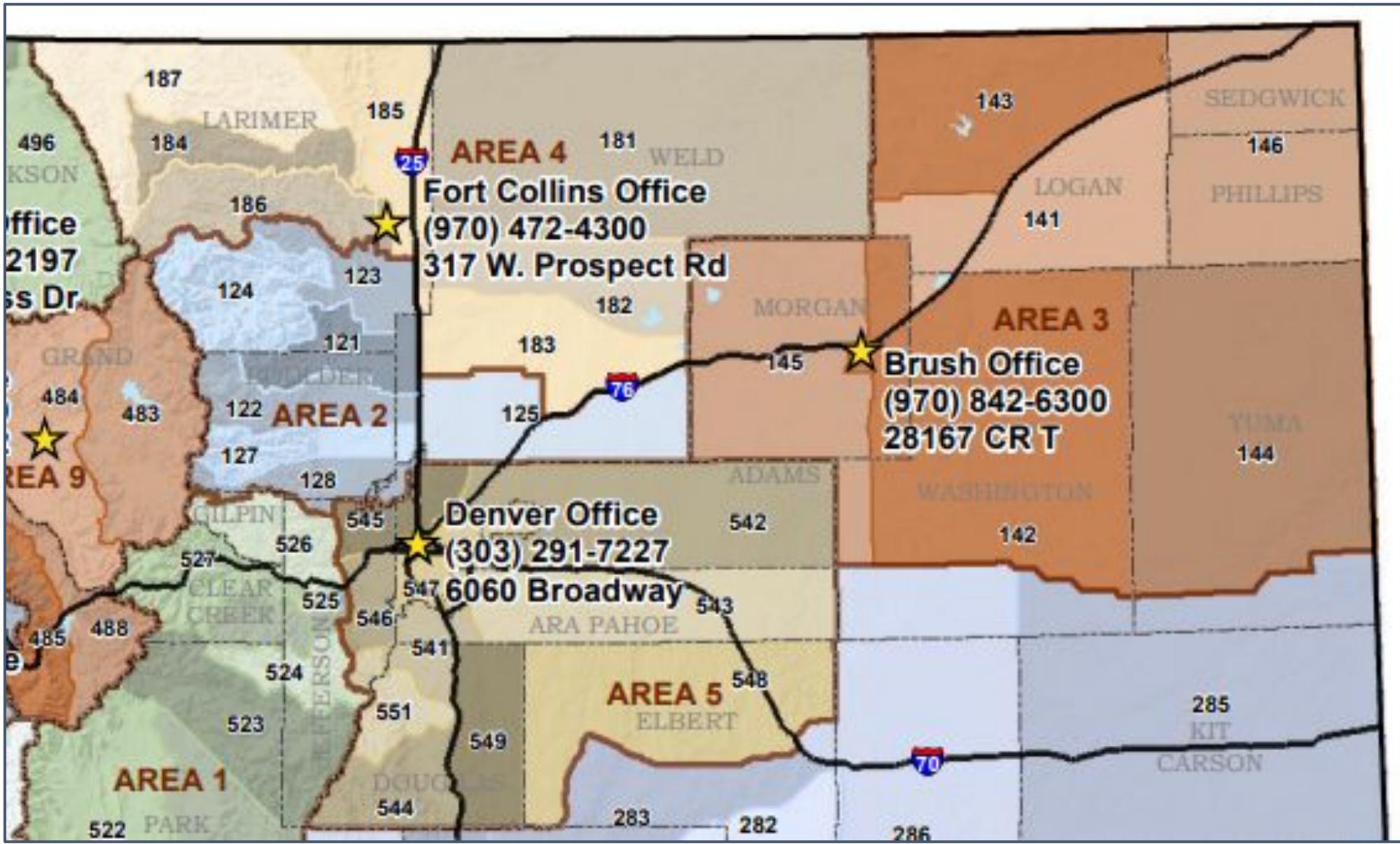
CPW is a leader in the collection of biological data for the management and conservation of Colorado's wildlife resources.

CPW's High Priority Habitat (HPH) maps

- **WHAT** are HPHs and **WHAT** are they used for?
 - HPHs are CPW identified habitat areas where CPW has (1) reliable spatial data, and (2) scientifically-backed recommendations to Avoid, Minimize, and Mitigate land use activities on wildlife resources.

Colorado Parks and Wildlife's (CPW) Recommendations to Avoid and Minimize Impacts to Wildlife from Land Use Development in Colorado	
Species and Associated High Priority Habitat	Recommendations ¹ (by animal type - Big Game, Grouse, Raptors, Other Birds, Small Mammals, Aquatics)
<i>(Brown shading indicates that this habitat map is maintained by the United States Fish and Wildlife Service and can be found at https://ecos.fws.gov/ecp/report/table/critical-habitat.html)</i>	
Big Game	
Bighorn Sheep Migration Corridor	CSU/SSR - Surface density limitation of one pad per square mile and less than one linear mile of routes per square mile (640 acres). If pad or route density cannot be achieved or maintained, implement offsite mitigation to offset functional habitat loss.

- **WHY** does CPW update their HPH maps?
 - Wildlife species distributions can regularly change due to a variety of factors (both biological and social).
 - CPW's goal is to continually maintain and update biological maps based on the best available science (such as collar data, flight data, years on district, ground surveys, county data, and field-verified public data).



- CPW has:
- Statewide staff
 - Regional staff

In the NE Region there are 5 Areas with Area Biologists, Area Wildlife Managers.

Within each area, there are districts. There are 37 districts in the NE Region.

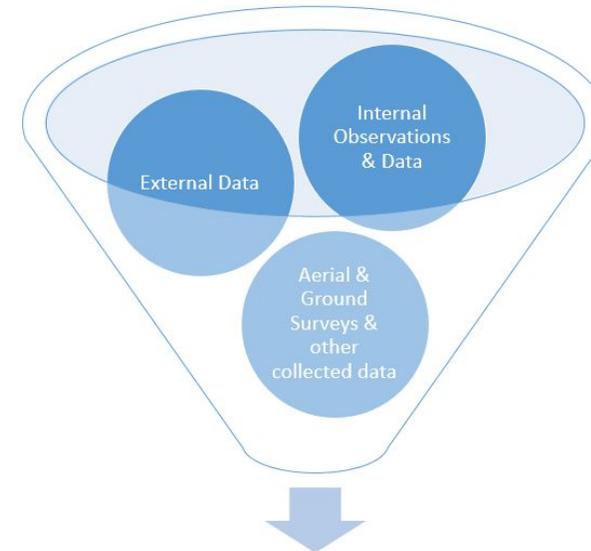
Why is this important?

HPH methodology

- Dozens of our experts (Area Wildlife Managers, District Wildlife Managers, Area Biologists, myself, GIS staff, and other CPW staff) collaborated this past summer to review these HPH layers.
 - CPW-NE spent hundreds of combined hours with mapping updates this summer, plus hundreds more hours with processing and QC'ing the data.
 - These changes are based on decades of observations, including recent knowledge and collective professional expertise that summarizes the current distribution of wildlife species on the landscape.

What type of data was used?

1. Recent aerial photographs and topographic maps
2. Past HPH layers
3. Hunter harvest data
4. Landowner reports
5. Stakeholder input
6. County data
7. Wildlife Surveys (aerial & ground)
8. GPS radio collar data



Latest HPH Maps
= best available science



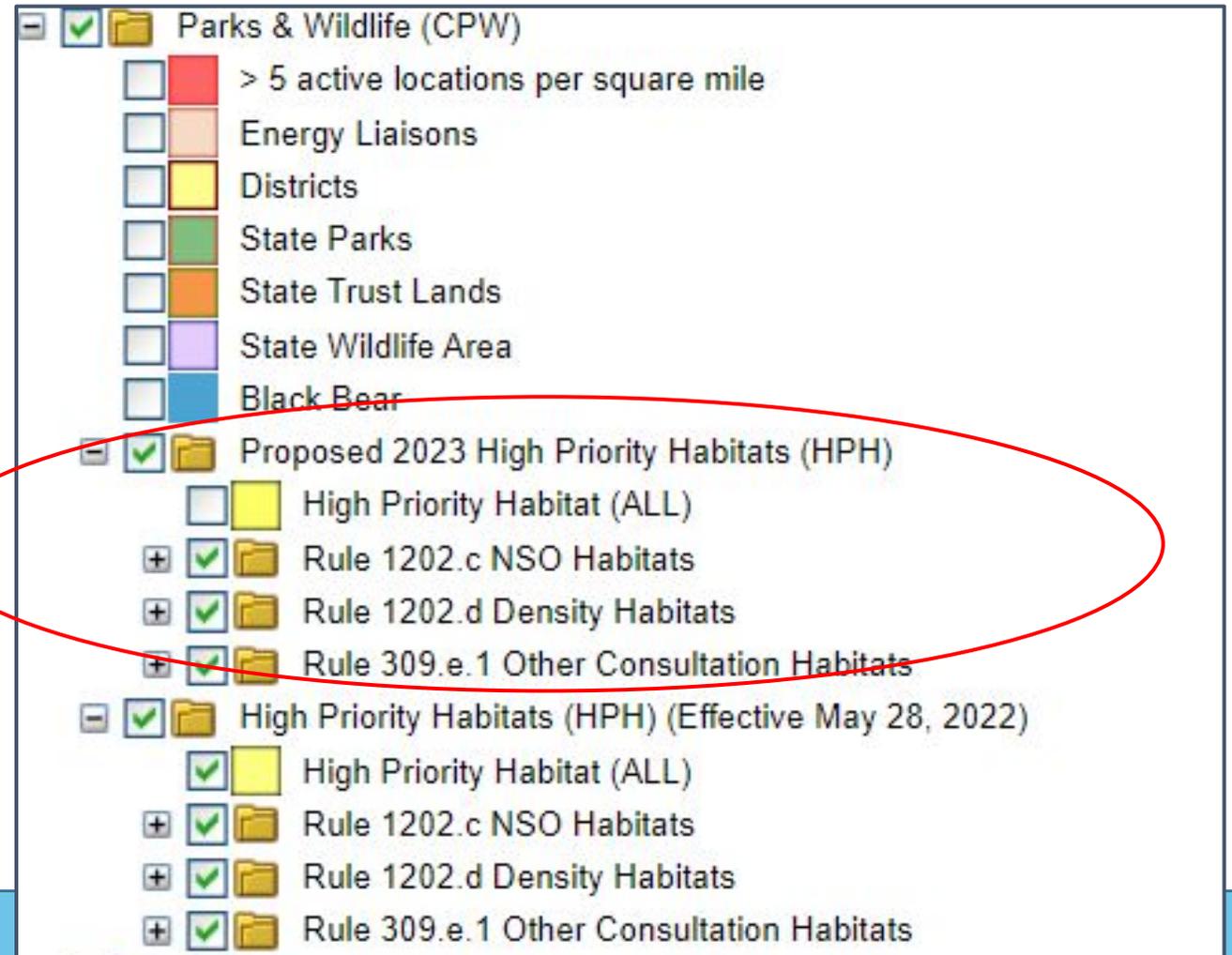
COGCC's mapping updates



- WHY is COGCC updating their HPH maps?
 - This is COGCC's process for using the best available science and most current wildlife maps.
 - CPW has completed our maps, and now COGCC can start their formal rulemaking process so that they are protective of wildlife resources.
 - Per the 100 Series Rule Definitions - *“The extent of these High Priority Habitat areas is subject to update on a periodic but no more frequent than annual basis and will be modified only through the Commission’s rulemaking process described in Rule 529. Notice of such rulemaking proceeding will be provided by February 28 of each year.”*

How do I access these maps and see what's in my area of interest?

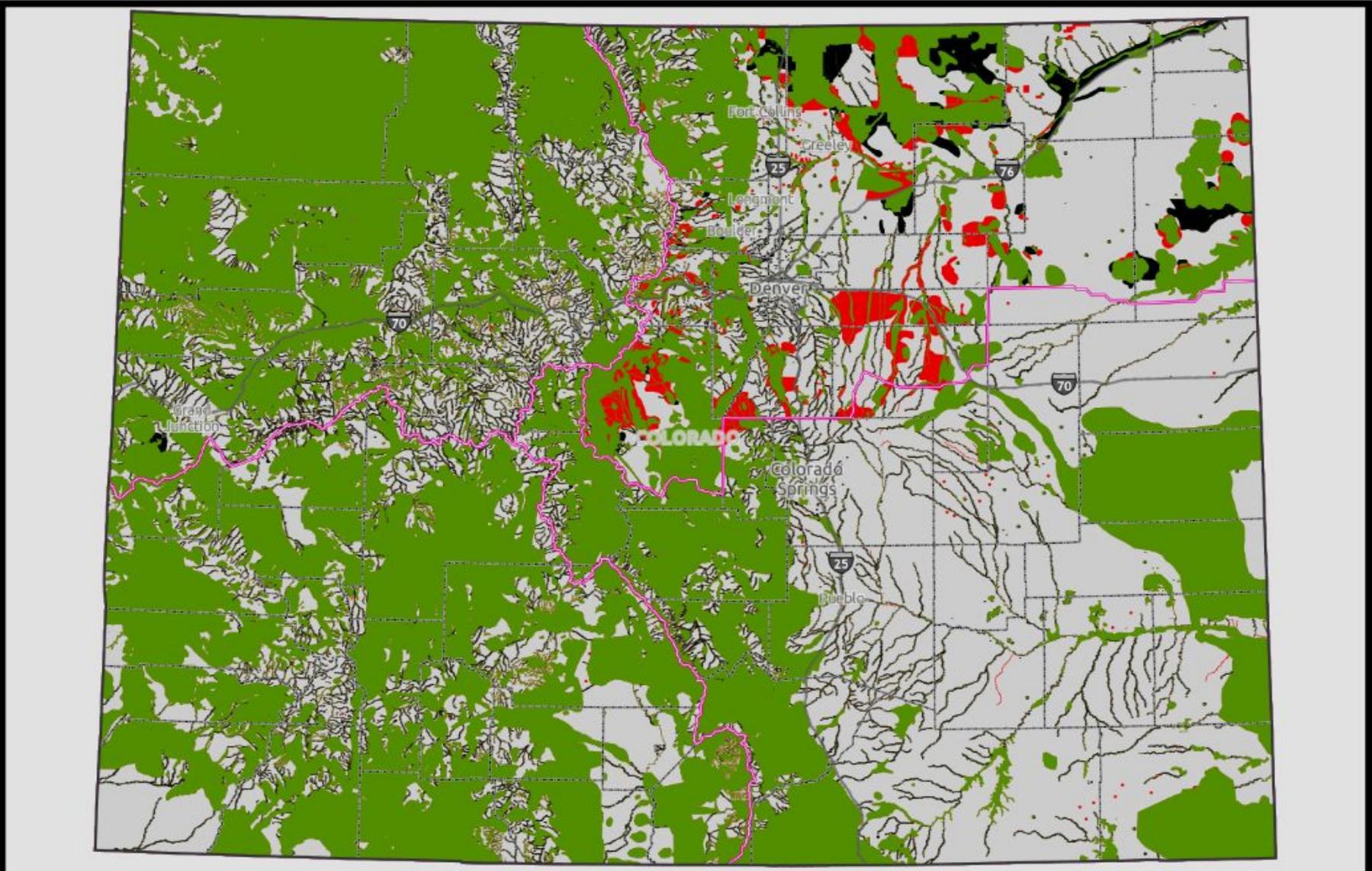
- Go to COGCC's Interactive Map
 - https://cogccmap.state.co.us/cogcc_gis_online/
- Expand the "Parks and Wildlife (CPW)" folder for Two Sub-folders:
 - 2023 HPH layers
 - Current/approved 2022 HPH layers.
 - Compare various species' points/polygons in your area of interest.



2023 High Priority Habitat map updates

- Statewide updates
 - Grouse and prairie chicken habitats
 - Raptor nests
 - Bats
- Species Activity Mapping (SAM)
 - NE Region updates covering big game and birds

2022 vs. 2023
All HPH Changes
(merged)



 All - 2022  Additions - 2023  Removals - 2023
 CPW Region Boundaries

High Priority Habitat Maps
1/9/2023



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Colorado Parks & Wildlife, GIS Section
6060 Broadway Denver, CO 80216.

Information depicted herein is for reference purposes only and is compiled from best available sources. Reasonable efforts have been made to ensure the accuracy of this map. Colorado Parks & Wildlife expressly disclaims responsibility for damages or liability that may arise from the use of this map.

The buffer distances as stated in the COGCC Rules are not precisely scaled as symbolized on this statewide map and are provided for representational and reference purposes only.

Note: For an interactive map, please refer to the COGCC GIS Online map tool at: <https://cogcc.state.co.us/maps.html#/gisonline>; for up to date source maps and data, contact CPW



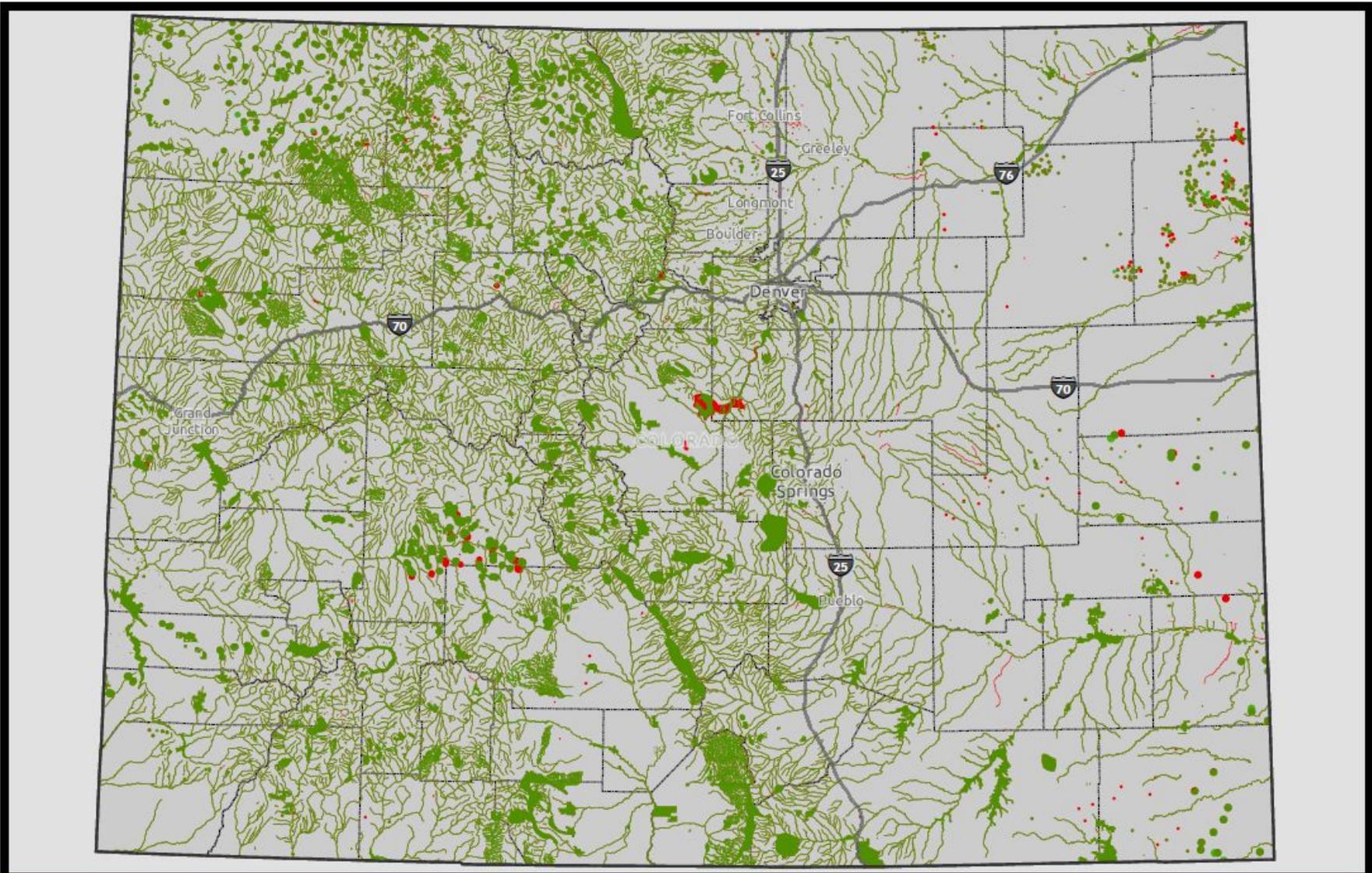
STATEWIDE HPH TOTALS

HPH Layers	Proposed/2023 HPH Layers (acres)	Current/2022 SB181 Layers (acres)	DIFFERENCE (acres)	Proposed % change <i>(Difference / Current)</i>
1202.c (NSO)	8,753,268.17	8,649,542.18	+103,725.99	1.2% increase
1202.d (Density)	30,665,203.61	30,079,771.23	+585,432.38	1.9% increase
309.e.1 (Consults)	6,285,127.94	6,249,260.09	+35,867.84	0.6% increase
All layers (merged)	35,852,525.89	35,319,103.49	+533,422.39	1.5% increase

2023 High Priority Habitat map updates

- Statewide updates
 - Raptor nests
 - Grouse and prairie chicken habitats
 - Bats
- Species Activity Mapping (SAM)
 - NE Region updates covering big game, birds
 - Bighorn Sheep Production Area Along South Platte

2022 vs. 2023
All **1202.c** HPH Changes
No Surface Occupancy Map Layers



 1202C - 2022  1202C - 2023

High Priority Habitat Maps
1/9/2023



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for up to date source maps and data, contact CPW



Statewide updates: grouse and prairie chickens

(Species include Greater sage-grouse, Gunnison sage-grouse, Columbian sharp-tailed grouse, Plains sharp-tailed grouse, Greater prairie chickens, and Lesser prairie chickens)

1202c. NSO Habitats - lek location



Leks

- Any lekking activity in any year within the previous 10 years.
- Species-specific NSO buffers are based on scientific literature.
- NSO buffers also protect up to 50% of nesting locations.

1202d. Density Habitats - production areas

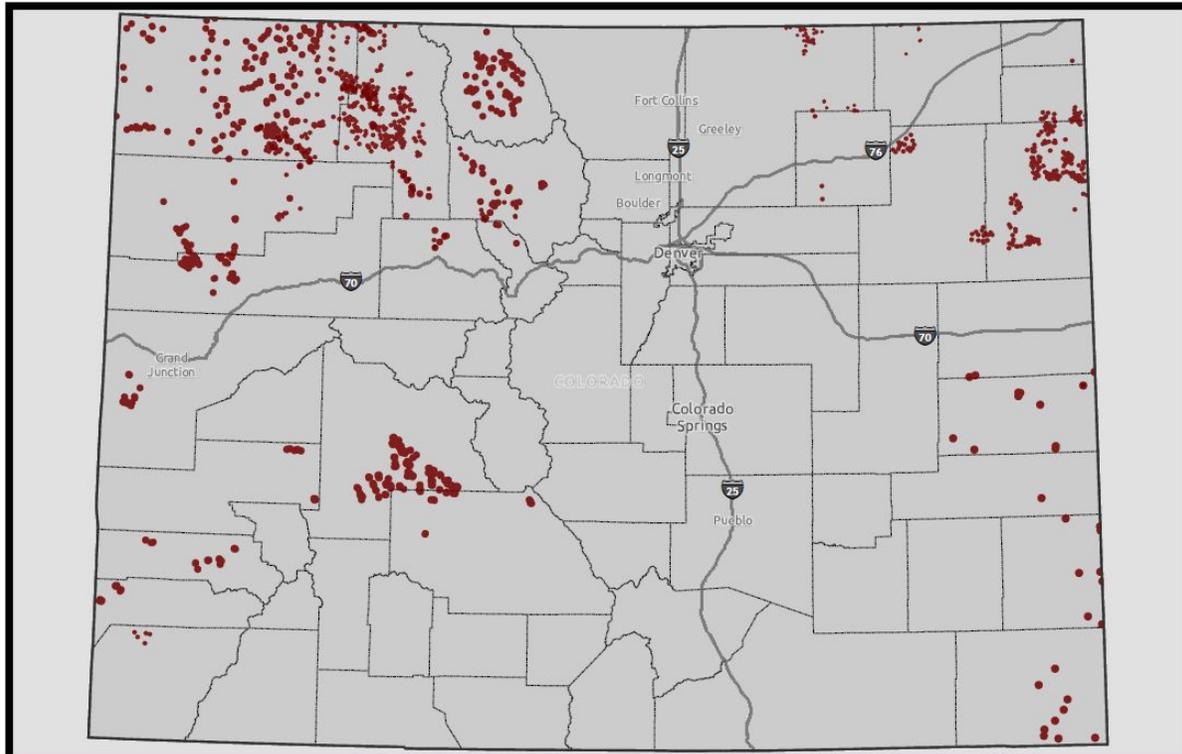


Production Areas

- Habitat important for nesting and brood-rearing.
- This mapped habitat layer is based on lek data for 4 species with extended lek buffers, though the LEPC has “Focal Areas,” and GrSG has “Priority Habitat Management Areas.”

Statewide updates: grouse and prairie chickens

1202c. Habitats - lek location and status updated for all 6 species



Grouse 1202C

Appendix VII. High Priority Habitat Maps
Grouse 1202.c
DRAFT 1/9/2023

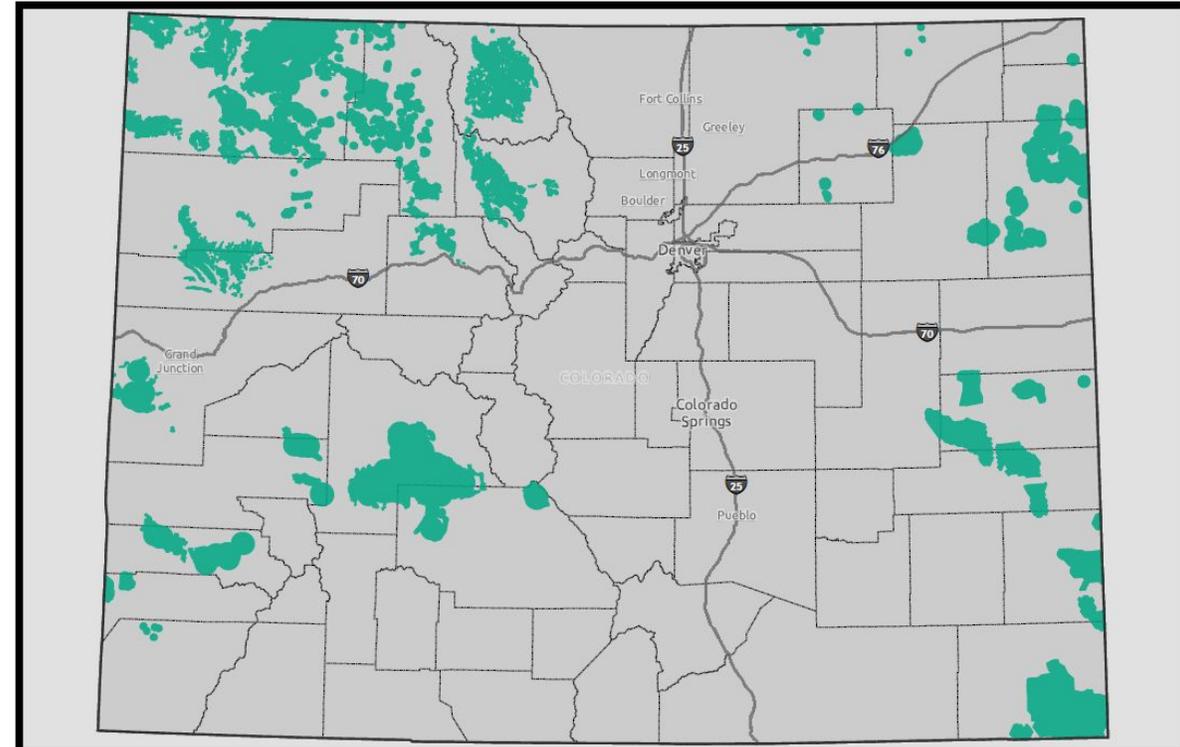
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COLORADO PARKS & WILDLIFE
GIS Unit

1202d. Habitats - production areas updated for 4 species



Grouse 1202D

Appendix VII. High Priority Habitat Maps
Grouse 1202.d
DRAFT 1/9/2023

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COLORADO PARKS & WILDLIFE
GIS Unit

20,843 acre increase

- Greater sage-grouse (-1.5%)
- Plains sharp-tailed grouse (0.3%), Columbian sharp-tailed grouse (2%), Gunnison sage-grouse (2%), Lesser prairie-chickens (3%), Greater prairie-chicken (14%)

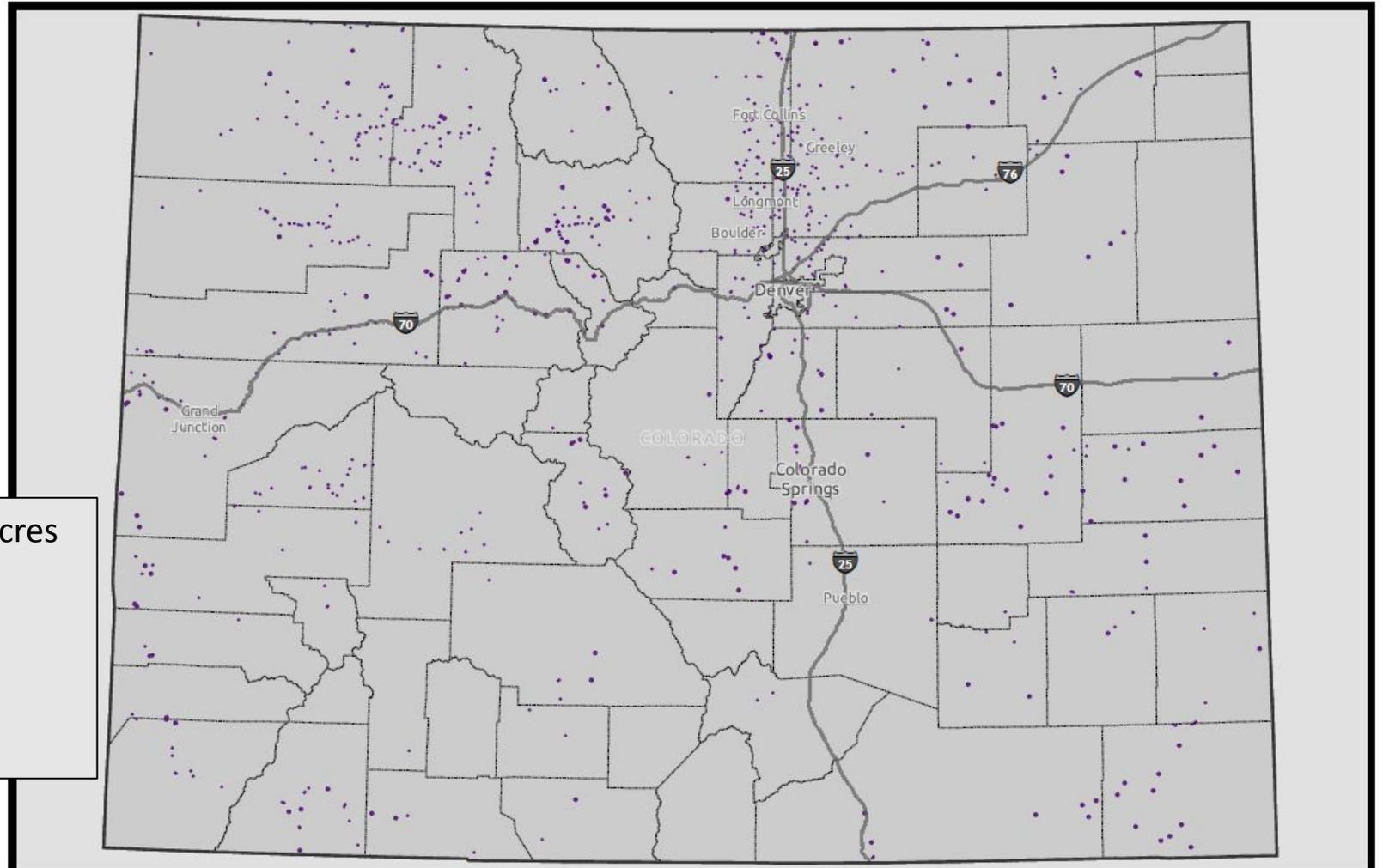
73,253 acre increase

- Greater sage-grouse, Lesser prairie-chicken
- Columbian sharp-tailed grouse (0.3%), Greater prairie-chicken (15%)
- Gunnison's (-1%), Plains sharp-tailed grouse (-5%)

Statewide updates: Raptors

Raptor nest locations and nest status updates

- 2022 survey data
- SB-181 raptor species nests are “active” if “occupied” at least once in the previous 5 years



Bald eagle NSO (¼-mile buffer): □ 14%, 5,581 acres
Golden eagle NSO: □ 11%, 2,720 acres
Peregrine falcon NSO: □ 0.5%, -173 acres
Prairie falcon NSO: □ 5%, 504 acres
Ferruginous hawk NSO: □ 30%, 9,566 acres
Northern Goshawk NSO: no change



The buffer distances as stated in the COGCC Rules are not precisely scaled as symbolized on this statewide map and are provided for representational and reference purposes only.

Appendix VII. High Priority Habitat Maps
Raptors 1202.c
DRAFT 1/9/2023

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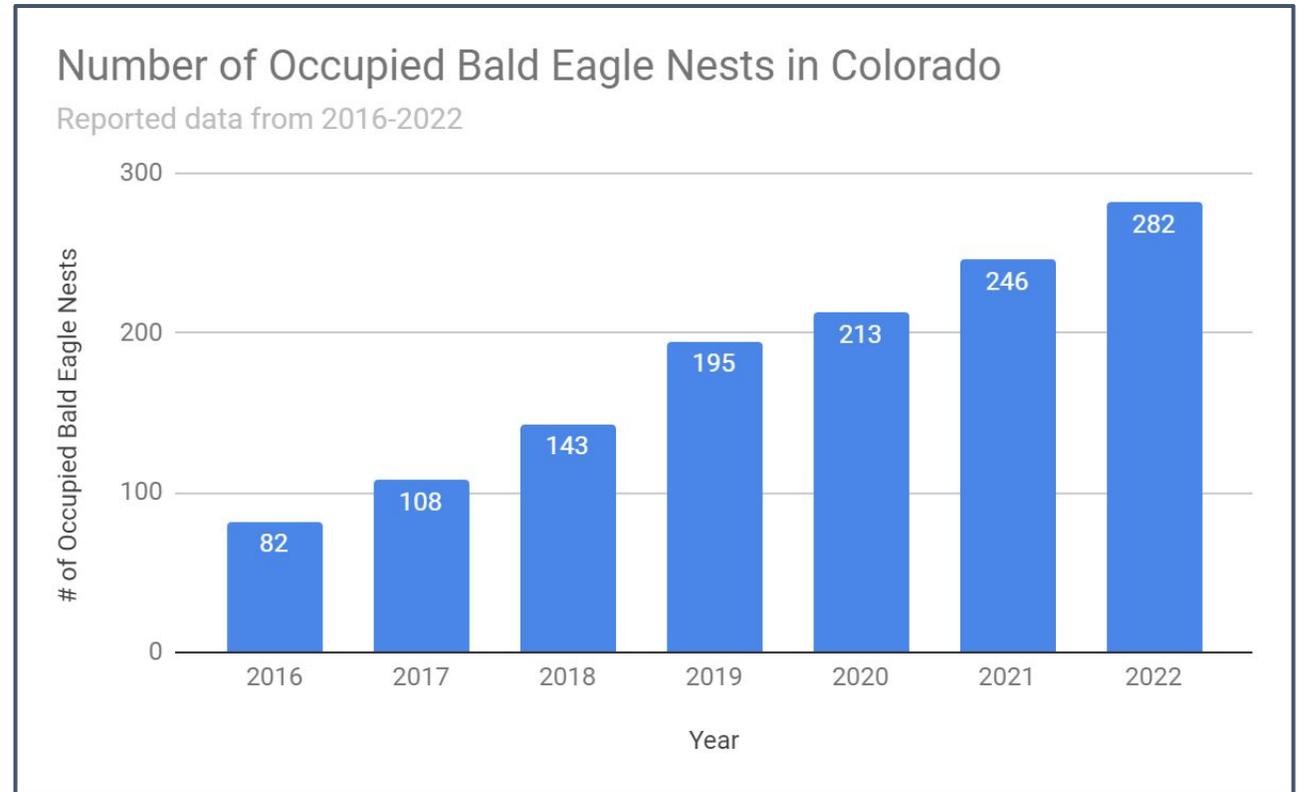


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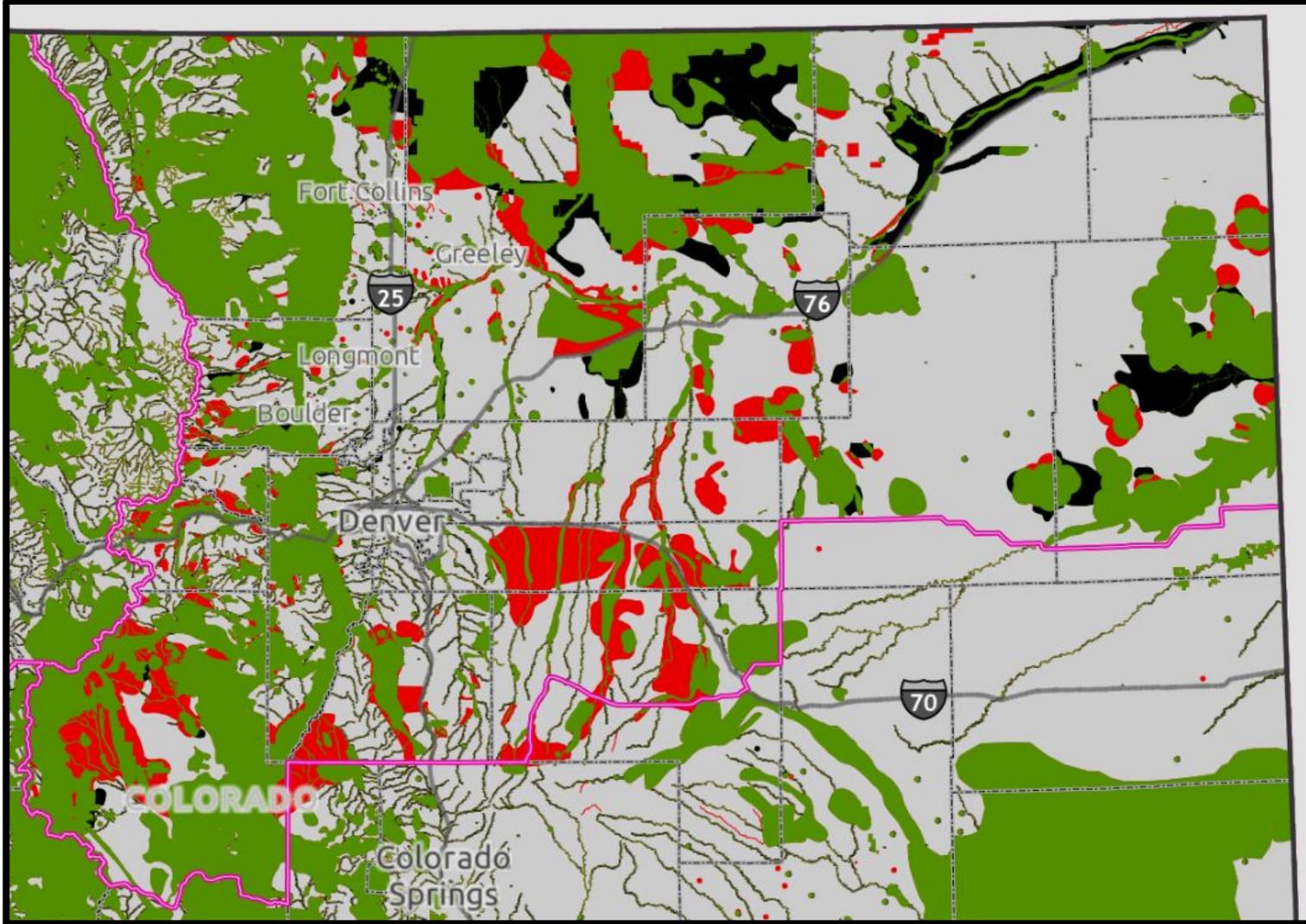
Bald Eagle Nests continue to increase year-to-year

- There are now 282 reported and occupied BAEA nests statewide, up from 82 in 2016.



However, given that this is a static map, if there's a new Bald Eagle nest this spring, then the on/off ramps in COGCC's Rules allow for CPW to consult on the specific situation.

NE Region Updates: Big Game & Greater Prairie Chicken



NE Region Main Updates:

- Reduction (black) in Weld County for Mule Deer Severe Winter Range (SWR) & Pronghorn Winter Concentration Area (WCA), but an increase (red) in Mule Deer WCA.
- Reduction (black) in Yuma County in Mule Deer SWR, and an increase (red) in Greater Prairie Chicken Leks and Production Areas.
- Increase (red) in Arapahoe & northern Elbert Counties in Pronghorn WCA.
- Increase (red) in southern Park & Jefferson Counties in Bighorn Sheep Production Areas Along the South Platte & Tarryall Mountains.
- Increase (red) in Park County for Elk Production, SWR & WCA.

Overall NE Big Game Numbers

- Pronghorn WCA □ 7.8%, ~200K acres
- Mule Deer WCA □ 6.8%, ~563K acres
- Elk Production Area □ 6.4%, ~321K acres
- Bighorn Sheep Production Area □ 3.6%, ~83K acres
- Elk SWR □ 1.7%, ~139K acres
- Mule Deer SWR □ 0.4%, 39K acres

What are the main reasons for these NE Region changes?

- Short Answer: It's complex and multi-faceted.

$$(1 + x)^n = 1 + \frac{nx}{1!} + \frac{n(n-1)x^2}{2!} + \dots$$

- Could point to hundreds of thousands of people moving to the Front Range in the last 5 years (=new roads, subdivisions, businesses, etc).
- Or various land use changes (agricultural, drought, etc.)
- Or population changes (e.g., disease)

Given internal and external biological data, this is the current distribution of wildlife species, and where they are currently located on the landscape.

Helping bios survey for Pronghorn WCAs (2/22/22) in sub-zero temperatures

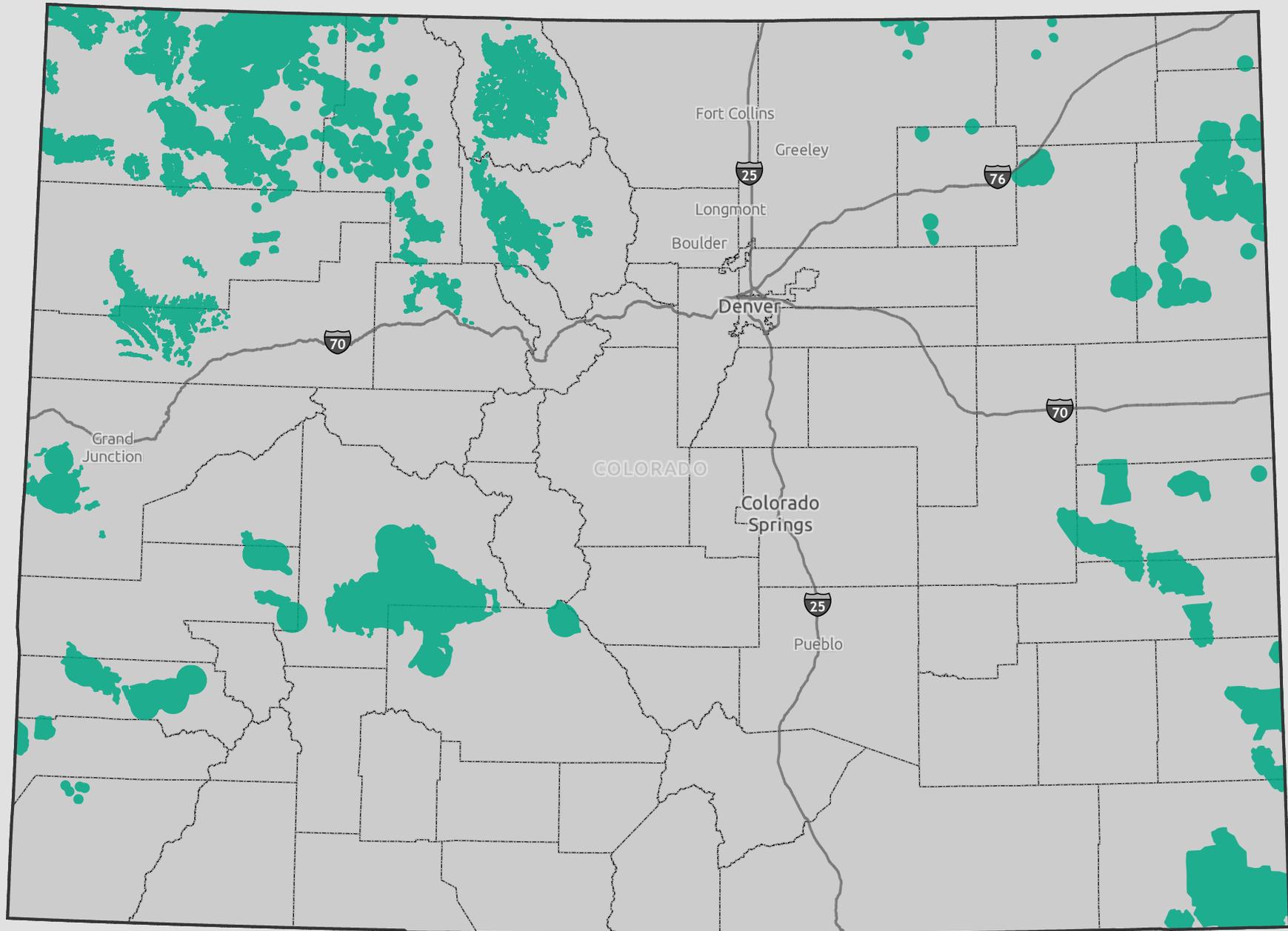


In Conclusion

- CPW regularly updates their maps for internal purposes and for reference by external entities (COGCC is one of many).
- These are the most current and accurate maps that CPW proposes to the COGCC to include into the upcoming formal rulemaking.
- This is not the end, but the start of the stakeholder process.
- We encourage feedback from stakeholders on the maps for the Rulemaking.

Therefore, CPW is seeking the COGCC Commission's approval of this year's annual wildlife map updates.





 Grouse 1202D

Appendix VII. High Priority Habitat Maps
 Grouse 1202.d
 DRAFT 1/9/2023

The buffer distances as stated in the COGCC Rules are not precisely scaled as symbolized on this statewide map and are provided for representational and reference purposes only.

Note: For an interactive map, please refer to the COGCC GIS Online map tool at: <https://cogcc.state.co.us/maps.html#/gisonline>; for up to date source maps and data, contact CPW



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BEFORE THE OIL AND GAS CONSERVATION
COMMISSION OF THE STATE OF COLORADO

IN THE MATTER OF CHANGES TO THE RULES) CAUSE NO. 1R
AND REGULATIONS OF THE OIL & GAS)
CONSERVATION COMMISSION OF THE STATE) DOCKET NO. 230200062
OF COLORADO)
)
) TYPE: RULEMAKING

NOTICE AND APPLICATION

TO ALL INTERESTED PARTIES AND TO WHOM IT MAY CONCERN:

Pursuant to Rule 529.a, the Oil and Gas Conservation Commission of the State of Colorado (“Commission”), on its own motion, will consider additions and amendments to Commission Rules of Practice and Procedure, 2 C.C.R. 404-1 (“Rules”), 100-Series as part of its “High Priority Habitat Map” rulemaking.

On April 16, 2019, Governor Polis signed Senate Bill 19-181 into law. Senate Bill 19-181 ensures that oil and gas development and operations in Colorado are regulated in a manner that protects public health, safety, welfare, the environment, and wildlife resources. The Commission completed a series of rulemakings in 2020 that implement Senate Bill 19-181’s mandates. As part of those rulemakings, the Commission adopted a definition of High Priority Habitat. The Commission’s definition of High Priority Habitat includes those habitat areas identified by Colorado Parks and Wildlife on maps included as Appendix VII to the Commission’s Rules. The definition of High Priority Habitat also provides that “on a periodic but no more frequent than annual basis and will be modified only through the Commission’s rulemaking process described in Rule 529. Notice of such rulemaking proceeding will be provided by February 28 of each year.”

The proposed High Priority Habitat map updates are a result of inventories and monitoring to determine the status and extent of high priority habitat areas. The following High Priority Habitat areas have been identified by CPW as needing maps modifications: raptor nests and roost sites, grouse and prairie chicken lek sites and occupied ranges, bat hibernacula, migration corridors, production areas, severe winter ranges, winter concentration areas, aquatic, and winter ranges. These updates also reflect changes to any CPW owned State Wildlife Areas and State Parks within the State of Colorado.

Attached as **Appendix A** is a draft of the proposed map changes. Attached as **Appendix B** is a draft Statement of Basis, Specific Statutory Authority, and Purpose. The Commission has the authority to conduct this rulemaking pursuant to C.R.S. §§ 34-60-105, 34-60-106, 34-60-108, and 34-60-128.

NOTICE IS HEREBY GIVEN that the Commission has scheduled the above entitled matter for a hearing commencing on:

Date: June 14, 2023

Time: 9:00 am

Place: Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Ste. 801
Denver, CO 80203

Virtual participation via Zoom will also be available

Computer: <https://us02web.zoom.us/j/81412979750>

Meeting ID: **814 1297 9750**

Phone: (253) 215-8782

The date, time and location of this hearing is subject to change.

Public Participation.

Stakeholder Meeting. The Commission held a stakeholder meeting on January 23, 2023 at 3:00 p.m. That stakeholder meeting can be [viewed here](#). The Commission will continue to engage with stakeholders and may hold an additional noticed public stakeholder meeting.

How to Comment on the Proposed Rules. The Commission encourages the public to participate in the rulemaking by commenting on the proposed rule in advance of or during the rulemaking hearing. A person may participate either as 1) a party to the rulemaking, or 2) by submitting written comments in advance of the hearing or oral comments at the hearing.

If a person chooses to become a party, that person will have the opportunity to submit a prehearing statement, response statement, prefiled written testimony, and address the Commission during the course of the hearing.

If a person elects not to become a party to the rulemaking, they may instead submit written comments in advance of the hearing pursuant to the procedures described below. In addition, any person may participate in the process and offer oral comments specific to the High Priority Map rulemaking during the public comment period at the hearing. The Commission may place a time limit on public comments during the hearing depending on the number of people who wish to comment.

The Commission will make available the opportunity for persons to sign up to make oral comments during the hearing. Instructions for oral public comments will be provided

and announced on the COGCC website.

Written Comments. Any Person wishing to submit a written comment for this matter [may do so HERE](#). All comments will be submitted directly into the rulemaking docket through the eFiling system.

Please direct questions regarding registration and use of the eFiling system to Commission Legal Assistant Angelica Amaro at angelica.amaro@state.co.us, and Hearings Assistant Margaret Humecki at margaret.humecki@state.co.us.

Party Status and Prehearing Conference.

Persons or organizations wanting to participate in this rulemaking as a party are required to file a [written request for party status](#) with the Commission on or before **Friday, March 24, 2023, 5:00 p.m.** The Commission will compile a list of all parties with contact information and make it available on the Commission's website. Late requests for party status will not be accepted absent good cause for the delay.

Prehearing Conference. Parties will be notified of the date and time of the prehearing conference.

The Commission may modify or amend the rules described or proposed herein, and make conforming modifications to other rules, as it determines reasonably necessary through the course of the stakeholder process, comment period, and rulemaking hearing. The Commission may also extend the hearing date based upon party and public comment received.

Copies of the proposed Rules and other information about the High Priority Habitat Maps Rulemaking are available on the Commission's webpage <https://cogcc.state.co.us/#/home> or upon request at the Commission offices, 1120 Lincoln Street, Suite 801, Denver, CO 80203.

Consolidation

Parties are highly encouraged to consolidate and file combined prehearing statements, and responses. The Commission recognizes that Parties may share similar viewpoints and positions. Having several Parties join together to deliver a combined, consistent position is impactful and aids the Commission throughout the hearing process. Recognizing the possible large number of persons interested in this Rulemaking, the Commission and the hearing process will be most effective if Parties combine their arguments and positions.

Conclusion

Any questions concerning this application or any other aspect of this matter may be addressed to Mimi Larsen, Hearings and Regulatory Affairs Manager, at mimi.larsen@state.co.us, and Angelica Amaro, Commission Legal Assistant, at angelica.amaro@state.co.us.

Additional information regarding this matter can be found on the Commission's "Hearings eFiling System Document Search" webpage, located at <https://oitco.hylandcloud.com/DNRCOGPublicAccess/index.html>. Select "Find Hearing Application by Docket Number" enter 230200062 and select "Search."

Please contact Margaret Humecki at margaret.humecki@state.co.us prior to the hearing if any party requires special accommodations as a result of a disability. Special accommodations will be provided in accordance with the Americans with Disabilities Act.

OIL AND GAS CONSERVATION COMMISSION OF
THE STATE OF COLORADO

By: 

Mimi C. Larsen, Secretary

Dated: February 28, 2023