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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, June 18, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am

- Call to Order; Agenda Review
- Minutes Approval
    1. June 4, 2024 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acknowledgement; Option Letter #3; Department of Local Affairs; CSBG 24-026; 5/21/2024 to 9/30/2027; $33,266
    2. Business Lease; PLC-CO Assets, LLC dba Gunnison Funeral Services; 5/1/2024 to 4/20/2026; $15,600
    3. Acknowledgment of County Manager's Signature; Contract Change Order No. 01; 3-08-0030-063-2023/064-2024; $49,931.28
    4. Acknowledgment of County Manager's Signature; Ground Lease Agreement; Isabel Stone Company; 20 Year Lease Term; Ground Rent $3773 per acre per annum
    5. Task Order 2025*0120; Gunnison County Health and Human Services; 7/1/2024 to 6/30/2025; $47,426
    6. Collection Agreement; 24-CO-11020400-041; United States Department of Agriculture, U.S. Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District; 28 Days; $12,000

8:35 am

- County Manager's Reports

8:40 am

- Boundary Line Adjustment; LUC-22-00056; Weaber-Mouland

8:42 am

- Covenant Amendments; LUC-24-00018; Moon Ridge Subdivision Association, Inc.

8:44 am

- Lot Cluster Agreement and Declaration; LUC-24-00032; Alan Powell

8:47 am

- Lot Cluster Agreement and Declaration; LUC-24-00034; Alpine Lumber Company

8:50 am

- Letter of Support; Upper Gunnison River Water Conservancy District; Airborne LiDAR Snow Water Measurement

8:55 am

- Private Plow Application for 1501 CR 813; Jacks Cabin Cutoff

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.*

9:05 am

- A Resolution Authorizing the Acceptance of Real Property and a Public Road by the County in Relation to the Mount Emmons Land Exchange

9:25 am

- Gunnison County Strategic Plan

9:55 am

- Vouchers and Transfers
- Treasurer's Report
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.

BREAK 10:00 am to 10:10 am

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

10:10 am

- (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

11:10 am

- Senior Services
- Consumer Protection

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (Cont'd):

11:30 am

- 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.
- 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/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 6/4/2024

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 6/4/2024

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

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

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 4, 2024

The June 4, 2024 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
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matt Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes as amended. Motion carried unanimously.

1. May 21, 2024 Regular Meeting
    - Commissioner Puckett Daniels Commissioner Items #2 – This is supposed to say 0.3 miles of fencing not 3 miles.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Contract Amendment #1; Health and Human Services; Task Order 2023*0026; 7/1/2024 to 6/30/2025; $143,525
2. Contract Amendment #3; Health and Human Services; Contract No. 2022*0148; 7/1/2024 to 6/30/2025; $242,090
3. Development Improvements Agreement; Bobette McCarroll and Richard McCarroll; LUC-22-00052; Resolution 2024-11
4. Contract Amendment #3; Colorado Department of Human Services; Contract No. 21 IHGA 168836; 7/1/2024 to 6/30/2025; $6,403,75
5. Acknowledgment of County Manager's Signature; Geotechnical Investigation; Gunnison County Public Works and Yeh and Associates, Inc.; Gunnison County Road 12; $23,093
6. Contract Amendment #4; Health and Human Services; Contract No. 2022*2745; 7/1/2024 to 6/30/2025; $315,349
7. Acknowledgement of Option Letter #1; Health and Human Services; Contract No. 2024*0222; 7/1/2024 to 6/30/2025; $350,000
8. Modification of Grant or Agreement; Road Project Agreement; USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District; Grant/Agreement Number 22-RO-11020400-040 Modification Number 001; $100,000
9. Intergovernmental Agreement; Colorado Department of Public Safety – DHSEM; Contract No. CT RFAA 2024*4153; 4/23/2024 to 6/30/2025; $500,000

COUNTY MANAGER'S REPORTS:

1. Schedule – CM Birnie relayed that he will not be attending next week for the work session.
2. Fading West – CM Birnie informed the Board that Fading West will be setting units for Sawtooth Phase 2 on the first week of August and it is on time for September or October occupancy. Commissioner Houck reminded the Board that the groundbreaking is tomorrow at 3 pm.
3. Kebler Pass – Commissioner Houck noted that Kebler was opened last Friday. CM Birnie stated that they were able to get the contract in place for flaggers on each end of the pass. Commissioner Smith stated that she met with Montrose County Commissioner Sue Hansen at the CCI Conference and was thankful for their help in getting the pass open. She asked CM Birnie about Ohio Pass and he responded that it is normally not plowed, and it is discouraged from using it as a bypass but will probably take a couple weeks to open.

LETTER OF SUPPORT; CIMARRON VALLEY & RIVER WATERSHED COALITION; BIG BLUE DITCH COMPANY GRANT APPLICATION FOR COLORADO RIVER DISTRICT COMMUNITY FUNDING PARTNERSHIP FINANCIAL SUPPORT Cimarron Valley and River Watershed President Allen Distel was present for discussion.

Commissioner Smith stated she appreciated these kinds of projects coming forward. Commissioner Puckett Daniels expressed her appreciation for the thorough overview and documentation given. Commissioner Houck commented that this project checks all the boxes of things the Board prioritizes with policies and

values. Allen Distel thanked the Board and General Manager Sonja Chavez for their support. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support for the Big Blue Ditch Diversion and Rehabilitation and Piping Project. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: There were no persons present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Colorado Counties, Inc. (CCI) Steering Committees Summer Conference – Commissioner Smith was pleased to pass the torch for the Western District Presidency on to Montrose County Commissioner Sue Hansen.
2. Child Welfare Allocation Committee – Commissioner Smith attended a work session which was to circle back and look at the process. She relayed that Gunnison County has been identified by a new funding model that is perpetually underfunded. Many counties are more underfunded than not, which will scale the services and interventions provided to the resources available.
3. Middle Housing – Commissioner Smith commented that she attended an interesting panel on middle housing which included Servitas Vice President Garrett Scharton who mentioned the Whetstone project as well as how Gunnison County is performing alongside other counties. Commissioner Smith relayed that she brought up rent to own models which would give a lot of opportunities for local governments and partners that are working on community-based asset models.
4. Petar Simic – Commissioner Smith informed the Board that Cheatgrass Coordinator Petar Simic will be coordinating a Cheatgrass Pull Day on Saturday at 11:00 am.

Commissioner Puckett Daniels:

1. Colorado Counties, Inc. Steering Committees Summer Conference – Commissioner Puckett Daniels attended with Commissioner Smith but attended different panels. She commended CA Hoyt for his participation in 1041 Powers. She also attended a general session on property taxes that she found was helpful in demonstrating the history of the property tax conversation since the special session last summer, as well as trying to come up with a property tax solution. Lastly, Commissioner Puckett Daniels attended a session on workforce development centers and how they help individuals as well as industries. She also relayed that there were examples given of how counties have partnered with workforce development centers.

Commissioner Houck:

1. Forest service – Commissioner Houck will meet with CA Hoyt to develop a response to their objection responses. CA Hoyt noted that there will be an executive session next meeting about it.
2. CDOT – Commissioner Houck stated they are still fully connected with CDOT and are meeting twice a week. He also informed everyone that the best source of information will be on the County's website (gunnisoncounty.org) and they will get an update next week.
3. Club 20 – Commissioner Houck attended a Public Lands Natural Resources Meeting which was to get policy positions up to date. He noted that he and Delta County Administrator Robbie LeValley helped to improve their Sage-grouse policy and the policy statements will come for approval at the summer meeting. He then expressed that policies are trying to be crafted in a way that are balanced and more about policies not politics.

ADJOURN: Commissioner Houck adjourned the meeting at 8:58 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

DRAFT

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *6/14/2024 thru 7/31/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   June 18, 2024, All Day @ BOCC Boardroom

2. **BOCC Work Session**
   June 25, 2024, All Day @ BOCC Boardroom

3. **BOCC Regular Meeting**
   July 2, 2024, All Day @ BOCC Boardroom

4. **BOCC Work Session**
   July 9, 2024, All Day @ BOCC Boardroom

5. **Mayors & Managers Meeting - Hosted by Town of Pitkin**
   July 11, 2024, 12:00 PM - 1:30 PM

6. **BOCC Regular Meeting**
   July 16, 2024, All Day @ BOCC Boardroom

7. **BOCC Work Session**
   July 23, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Juneteenth - Offices Closed**
   June 19, 2024, All Day

2. **Holiday - Independence Day - Offices Closed**
   July 4, 2024, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   June 18, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement; Option Letter #3; Department of L

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgement for Option Letter #3 for CSBG 24-026

Fiscal Impact:

Submitted by: Holly Perry for Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/4/2024

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

Comments:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

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

Agenda Date: 6/18/2024

Revised April 2015

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OPTION LETTER #3

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 191582
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077, 190182	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 04/22/2024: $10,362.00 Option Letter #3 05/21/2024: $33,266.00 **Total Grant Amount: $66,530.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant TBD		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: DocuSigned by: 0920A67707B9482...
Maria De Cambra, Executive Director

Date: 5/29/2024 | 9:29 AM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Beulah Messick - DOLA 090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 5/29/2024 | 1:54 PM MDT

DocuSign Envelope ID: A47B5EAF-DD52-4F97-BD20-D1E831154AAF

1) OPTIONS: Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$33,266**, from **$33,264** to **$66,530**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$66,530**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#3 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$31,681	$31,682	**$63,363**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$ 398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$1,185	$1,584	**$2,769**
		TOTALS	**$33,264**	**$33,266**	**$66,530**

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **May 21, 2024**, whichever is later.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #2; Department of Lo

Action Requested:

Parties to the Agreement:

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

Summary:

CSBG 24-026 Option Letter #2

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/26/2024

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

Comments:
appears legally sufficient MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/29/2024

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

Agenda Date: 5/7/2024

Revised April 2015

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OPTION LETTER #2

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 190182
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 03/28/2024: $10,362.00 **Total Grant Amount: $33,264.00**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
0920A67707B9482...
Maria De Cambra, Executive Director

Date: 4/16/2024 | 12:52 PM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 4/22/2024 | 3:28 PM MDT

DocuSign Envelope ID: 9A6B1512-9B9D-4530-B076-861D936196A8

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

   a. Reserved for use with Option 1(a).

   b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$10,362**, from **$22,902** to **$33,264**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$33,264**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#2 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$21,812	$9,869	**$31,681**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$692	$493	**$1,185**
		TOTALS	**$22,902**	**$10,362**	**$33,264**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **March 28, 2024**, whichever is later.

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs	**DLG Portal Number** CSBG-24-026	**CMS #** 188022
Grantee Gunnison County	**Grant Award Amount** $8,366.00	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Performance Start Date** The later of the Effective Date or January 1, 2024	**Grant Expiration Date** September 30, 2027
Project Description The Project consists of providing programs and services to address poverty in Colorado.	**Program Name** Community Services Block Grant (CSBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 93.569	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	**Funding Account Code** CTGG1 NLAA 202400003205	
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	**VCUST#** 14260	**Address Code** CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Audrey Field, Federal Program Manager
78096473EF0D464...

By: Audrey Field, Financial Assistance Manager
Federal Programs

Date: 1/2/2024 | 7:47 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B9482...

By: Maria De Cambra, Executive Director

Date: 1/2/2024 | 9:05 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 1/3/2024 | 6:40 PM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. 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. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 *et seq.*). Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit B**.

B. "**Business Day**" means any day on 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. "**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.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project;

ii. **Exhibit C**, Federal Provisions;

iii. **Exhibit G**, Form of Option Letter; and

iv. **Exhibit I**, Federal Tax Information.

F. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement

G. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations 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.

H. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services ("OCS") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

I. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

J. "**Grant**" or "**Intergovernmental Grant Agreement**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

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 between the Performance Start Date and the initial Grant Expiration Date.

O. *Reserved.*

P. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

Q. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

R. "**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.

S. "**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 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, C.R.S.

T. "**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.

U. "**Recipient**" means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

W. "**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, CJI, PCI, PHI, PII, Tax Information, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

X. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. "**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.

Z. "**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.

AA. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. **Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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 Grant, Grantee is a Subrecipient.

DD. "**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.

EE. "**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.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

GG. "**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

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

7. 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 Grant that exceeds the Total Grant Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. 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. *Reserved.*

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs 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

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. 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.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Audits

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 Grant 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.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. 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 Grant 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 Grant, 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 Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements 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 restrictions to the State upon request.

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 Grant, 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. 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.

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. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee'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 Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, a certification on an annual basis that Grantee shall 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. Grantee's duty and obligation to certify shall continue as long as Grantee has

direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee 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.

11. 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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 Grant. 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly 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. 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.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C, Federal Provisions;

ii. Colorado Special Provisions in **§19** of the main body of this Grant;

iii. Any executed Option Letter or Amendment;

iv. The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;

v. Exhibit B, Statement of Work; and

vi. Exhibit I, Federal Tax Information.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

ii. Grantee shall comply with and the Work Product provided under this Agreement 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. Grantee 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.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

M. 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)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 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 Parties, 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 Parties' risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Community Services Block Grant. **Gunnison County** ("Grantee"), itself or through subawards, shall provide assistance or services from the following list of Federal Objective(s) for the Community Services Block Grant (CSBG) program

- ☐ Employment
- ☐ Education and Cognitive Development
- ☐ Income, Infrastructure, and Asset Building
- ☒ Housing
- ☒ Health and Social/Behavioral Development (includes Nutrition)
- ☐ Civic Engagement and Community Involvement
- ☒ Services Supporting Multiple Domains
- ☐ Linkages (e.g. partnerships that support multiple domains)
- ☒ Agency Capacity Building
- ☐ Other (e.g. emergency management/disaster relief)

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of providing programs and services to address poverty in Colorado.

2.2. Service Area. The performance of the Work described within this Grant shall be located in Gunnison County and Hinsdale County.

3. DEFINITIONS

All terms not defined in this **Exhibit B** shall have the meaning given in the main body of the Grant.

3.1. "Administrative Costs" means costs that are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream.

3.2. "Direct Costs" means costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. .

3.3. "De minimis" means an alternative method of calculating an indirect rate. It permits any non-Federal entity that has never received a federally negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 45 C.F.R Part 75 - States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, to elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).

3.4. "Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

3.5. "Direct Personnel and Fringe Benefits" means personnel compensation and fringe benefits for employees of the Grantee as allowed and described in Sections 430-431 of C.F.R Part 75.

3.6. "Direct Operating – Travel and Training" means costs that are associated travel, training, and agency capacity building, including but not limited to, conference registration fees, mileage costs for Grantee employees, and airline fares.

3.7. "Direct Operating – Supplies" means all tangible property less than $5,000 or the capitalization level established by the Grantee for financial statement purposes, as defined in Subpart A of C.F.R Part 75. This excludes goods or services purchased for clients.

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3.8. "Direct Operating – Facilities and Administration" means costs including, rent, utilities, IT costs, maintenance costs, and other costs necessary for the operations of the grant.

3.9. "Direct Services" means programs or services provided by the Grantee directly to clients

3.10. "Subrecipients/Subcontractors" means subawards or contracts from the Grantee to a separate entity to carry out a part of a Federal program or for property or services.

4. PROJECT BUDGET

4.1. The State's obligation is limited to the unpaid obligated Grant Funds amount that have not expired. The Grantee may use such Grant Funds for any of the Services specified in this Project Budget up to the maximum amount specified for such activity on this Project Budget:

4.1.1. Project Budget

Funding Type	Budget Line #	FFY (specify expiration date)	Amount
Formulaic 2024	1	Program Year 2024 – FORM - (1/1/2024 – 9/30/2025) - (CS2426)	$7,968
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398
		TOTAL	**$8,366**

5. PAYMENT, FUNDING AND ELIGIBLE EXPENSES

5.1. The maximum amount payable under this Grant to Grantee by the State for Work performed is limited solely to the amount specified in **§7(A)** as Total Grant Amount. Grantee agrees to expend Grant Funds by the specified expiration date(s).

5.2. **Payment Schedule.** Grantee shall submit a request for reimbursement for grantee and all subrecipients, at a minimum, on a quarterly basis. All requests shall be for eligible expenses, as described in **§5.5** below, and in accordance with **§4** Project Budget, using the State-provided form and accompanied by supporting documentation equal to 100% of reimbursement request.

5.3. **Matching/Other Funds.** Matching funds are not required for this Grant.

5.4. **Indirect Cost Rate.** *(mark one)*

☐ Federally negotiated rate

☐ De minimis (10%)

☒ No Indirect Cost Rate (grantee may cost allocate administrative costs/expenses)

5.5. **Eligible Expenses**. Expenses eligible for reimbursement under this Grant Award include the following:

☒ Direct Personnel and Fringe Benefits

☒ Direct Operating – Travel and Training

☐ Direct Operating – Supplies

☐ Direct Operating – Facilities and Administration

☒ Direct Operating – Services (does not include subrecipients)

☐ Direct Operating – Other _____

☐ Subrecipients / Subcontractors

☐ Indirect Cost Rate – Federally Negotiated (documentation of rate MUST be provided)

☐ Indirect Cost Rate – 10% de minimis rate

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6. PERSONNEL

6.1. Replacement. Grantee shall immediately notify the State if any personnel specified in **§6** of this **Exhibit B** cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

6.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Elizabeth Holena, Wellness/Enforcement Services Manager, (elizabeth.holena@state.co.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this **§6**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

6.3. Other Personnel. **Joni Reynolds, Executive Director, (jreynolds@gunnisoncounty.org).**

7. ADMINISTRATIVE REQUIREMENTS

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 Description and Budget.

7.2. Applicant/Participant Privacy. Grantee must establish internal policies to protect the privacy of applicants and participants. Paper records must be secured and access to records limited to appropriate staff. Electronic records must also be protected with access limited to appropriate staff.

7.3. Fraud. The U.S. Government Accountability Office (GAO) maintains FraudNet, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. To report the possible misuse of Federal funds, the e-mail address is fraudnet@gao.gov, the fax number is 202-512-3086 and the mailing address is GAO, FraudNet, 441 G Street N.W., Washington, D.C. 20548.

7.4. Grant Modification. Any modifications of this Grant shall be in accordance with **§18(D)** of the Grant Award Letter Terms and Conditions.

7.5. Compliance with CSBG Program Requirements. Grantee agrees to comply with all requirements contained in the Community Services Block Grant Act and any subsequent amendment and/or reauthorization, any and all program requirements mandated by the Federal Awarding Agency and/or the State, and all requirements detailed in **Exhibit C**.

7.6. Reporting. Grantee shall submit the required reports to DOLA using the State-provided forms. A list of the required reports, report templates, and due dates are posted to the DOLA CSBG Grantee Resources Page (https://dlg.colorado.gov/community-services-block-grant-csbg). DOLA may withhold payment(s) if such reports are not submitted timely.

7.7. Monitoring. The State shall monitor this Grant through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Grantee and/or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management and other requirements of the CSBG Act and this Grant have been met.

7.8. Subrecipient Monitoring. Grantee shall monitor Subrecipient(s) annually during the term of this Grant. Documentation of monitoring results must be made available to the State upon request.

7.9. Mileage Reimbursement Protocol. Mileage reimbursements, when allowable, are capped at the per-mile rate approved by the IRS at the time of travel.

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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 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.

1.2 These Federal Provisions are subject to the Award as defined in **§2** of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

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.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.7. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "Subgrantee" 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 does not include an individual who is a beneficiary of a federal program.

2.1.14. "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.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. 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;

2.1.15.3. 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;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. 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.

2.1.16. "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.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. **COMPLIANCE.**

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, 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 UNIQUE ENTITY ID SYSTEM (UEI) 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. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.Gov 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 $30,000 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. $30,000,000 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

5.1.2.3. 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. 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 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 $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, 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 (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

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 the 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 Unique Entity ID as registered in SAM; and

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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. 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 Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction contracts.] 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or 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 agreement," the Prime Recipient or 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 Agreements," and any implementing regulations issued by the Federal 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 awardees 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 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.

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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.

12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Prime 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.

15. EVENT OF DEFAULT AND TERMINATION.

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.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes Enter CTGG1 number	**Program Name** Community Services Block Grant (Place here the DocuSign 1st Acctg Group Dropdown for "CSBG")	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☐ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**.

   b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **ending dollar amt**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 202x	1	Program Year 202x - FORM -(1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Formulaic 202x	2	Program Year 202x - FORM - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Discretionary 202x	3	Program Year 202x - DISC - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
		TOTALS	**$ 0.00**	**$ 0.00**	**$ 0.00**

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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Official Chief Elected Official Authorization Form
Board Action taken on

9-5-2023
Date

Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.

Public Entities/Counties:

Signature, Chief Elected Official

Liz Smith
Name (typed or printed)

Acting Chair, Gunnison Co
Title Board of County Commissioners

9-26-2023
Date

Private Entities/COG's:

Signature, Governing Board
President/Chairperson

Name (typed or printed)

Title

Date

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OPTION LETTER #1

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 189077
Grantee Gunnison County	**Previous CMS #(s)** 188022	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/07/2024: $14,536.00 **Total Grant Amount: $22,902.00**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
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Maria De Cambra, Executive Director

Date: 2/22/2024 | 4:52 PM MST

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 2/25/2024 | 7:50 PM MST

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$14,536**, from **$8,366** to **$22,902**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$22,902**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2413)	$7,968	$13,844	**$21,812**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$ 398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$0	$692	**$ 692**
		TOTALS	**$8,366**	**$14,536**	**$22,902**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **February 07, 2024**, whichever is later.

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs	**DLG Portal Number** CSBG-24-026	**CMS #** 188022
Grantee Gunnison County	**Grant Award Amount** $8,366.00	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Performance Start Date** The later of the Effective Date or January 1, 2024	**Grant Expiration Date** September 30, 2027
Project Description The Project consists of providing programs and services to address poverty in Colorado.	**Program Name** Community Services Block Grant (CSBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 93.569	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	**Funding Account Code** CTGG1 NLAA 202400003205	
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	**VCUST#** 14260	**Address Code** CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Audrey Field, Federal Program Manager
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By: Audrey Field, Financial Assistance Manager
Federal Programs

Date: 1/2/2024 | 7:47 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
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By: Maria De Cambra, Executive Director

Date: 1/2/2024 | 9:05 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 1/3/2024 | 6:40 PM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. 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. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 *et seq.*). Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit B**.

B. "**Business Day**" means any day on 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. "**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.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project;

ii. **Exhibit C**, Federal Provisions;

iii. **Exhibit G**, Form of Option Letter; and

iv. **Exhibit I**, Federal Tax Information.

F. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement

G. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations 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.

H. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services ("OCS") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

I. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

J. "**Grant**" or "**Intergovernmental Grant Agreement**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

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 between the Performance Start Date and the initial Grant Expiration Date.

O. *Reserved.*

P. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

Q. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

R. "**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.

S. "**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 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, C.R.S.

T. "**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.

U. "**Recipient**" means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

W. "**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, CJI, PCI, PHI, PII, Tax Information, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

X. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. "**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.

Z. "**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.

AA. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. **Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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 Grant, Grantee is a Subrecipient.

DD. "**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.

EE. "**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.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

GG. "**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

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

7. 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 Grant that exceeds the Total Grant Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. 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. *Reserved.*

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs 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

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. 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.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Audits

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 Grant 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.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. 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 Grant 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 Grant, 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 Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements 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 restrictions to the State upon request.

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 Grant, 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. 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.

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. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee'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 Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, a certification on an annual basis that Grantee shall 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. Grantee's duty and obligation to certify shall continue as long as Grantee has

direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee 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.

11. 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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 Grant. 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly 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. 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.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C, Federal Provisions;

ii. Colorado Special Provisions in **§19** of the main body of this Grant;

iii. Any executed Option Letter or Amendment;

iv. The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;

v. Exhibit B, Statement of Work; and

vi. Exhibit I, Federal Tax Information.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

ii. Grantee shall comply with and the Work Product provided under this Agreement 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. Grantee 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.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

M. 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)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 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 Parties, 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 Parties' risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Community Services Block Grant. **Gunnison County** ("Grantee"), itself or through subawards, shall provide assistance or services from the following list of Federal Objective(s) for the Community Services Block Grant (CSBG) program

- ☐ Employment
- ☐ Education and Cognitive Development
- ☐ Income, Infrastructure, and Asset Building
- ☒ Housing
- ☒ Health and Social/Behavioral Development (includes Nutrition)
- ☐ Civic Engagement and Community Involvement
- ☒ Services Supporting Multiple Domains
- ☐ Linkages (e.g. partnerships that support multiple domains)
- ☒ Agency Capacity Building
- ☐ Other (e.g. emergency management/disaster relief)

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of providing programs and services to address poverty in Colorado.

2.2. Service Area. The performance of the Work described within this Grant shall be located in Gunnison County and Hinsdale County.

3. DEFINITIONS

All terms not defined in this **Exhibit B** shall have the meaning given in the main body of the Grant.

3.1. "Administrative Costs" means costs that are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream.

3.2. "Direct Costs" means costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. .

3.3. "De minimis" means an alternative method of calculating an indirect rate. It permits any non-Federal entity that has never received a federally negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 45 C.F.R Part 75 - States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, to elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).

3.4. "Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

3.5. "Direct Personnel and Fringe Benefits" means personnel compensation and fringe benefits for employees of the Grantee as allowed and described in Sections 430-431 of C.F.R Part 75.

3.6. "Direct Operating – Travel and Training" means costs that are associated travel, training, and agency capacity building, including but not limited to, conference registration fees, mileage costs for Grantee employees, and airline fares.

3.7. "Direct Operating – Supplies" means all tangible property less than $5,000 or the capitalization level established by the Grantee for financial statement purposes, as defined in Subpart A of C.F.R Part 75. This excludes goods or services purchased for clients.

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3.8. "Direct Operating – Facilities and Administration" means costs including, rent, utilities, IT costs, maintenance costs, and other costs necessary for the operations of the grant.

3.9. "Direct Services" means programs or services provided by the Grantee directly to clients

3.10. "Subrecipients/Subcontractors" means subawards or contracts from the Grantee to a separate entity to carry out a part of a Federal program or for property or services.

4. PROJECT BUDGET

4.1. The State's obligation is limited to the unpaid obligated Grant Funds amount that have not expired. The Grantee may use such Grant Funds for any of the Services specified in this Project Budget up to the maximum amount specified for such activity on this Project Budget:

4.1.1. Project Budget

Funding Type	Budget Line #	FFY (specify expiration date)	Amount
Formulaic 2024	1	Program Year 2024 – FORM - (1/1/2024 – 9/30/2025) - (CS2426)	$7,968
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398
		TOTAL	**$8,366**

5. PAYMENT, FUNDING AND ELIGIBLE EXPENSES

5.1. The maximum amount payable under this Grant to Grantee by the State for Work performed is limited solely to the amount specified in **§7(A)** as Total Grant Amount. Grantee agrees to expend Grant Funds by the specified expiration date(s).

5.2. **Payment Schedule.** Grantee shall submit a request for reimbursement for grantee and all subrecipients, at a minimum, on a quarterly basis. All requests shall be for eligible expenses, as described in **§5.5** below, and in accordance with **§4** Project Budget, using the State-provided form and accompanied by supporting documentation equal to 100% of reimbursement request.

5.3. **Matching/Other Funds.** Matching funds are not required for this Grant.

5.4. **Indirect Cost Rate.** *(mark one)*

☐ Federally negotiated rate

☐ De minimis (10%)

☒ No Indirect Cost Rate (grantee may cost allocate administrative costs/expenses)

5.5. **Eligible Expenses**. Expenses eligible for reimbursement under this Grant Award include the following:

☒ Direct Personnel and Fringe Benefits

☒ Direct Operating – Travel and Training

☐ Direct Operating – Supplies

☐ Direct Operating – Facilities and Administration

☒ Direct Operating – Services (does not include subrecipients)

☐ Direct Operating – Other _____

☐ Subrecipients / Subcontractors

☐ Indirect Cost Rate – Federally Negotiated (documentation of rate MUST be provided)

☐ Indirect Cost Rate – 10% de minimis rate

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6. PERSONNEL

6.1. Replacement. Grantee shall immediately notify the State if any personnel specified in **§6** of this **Exhibit B** cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

6.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Elizabeth Holena, Wellness/Enforcement Services Manager, (elizabeth.holena@state.co.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this **§6**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

6.3. Other Personnel. **Joni Reynolds, Executive Director, (jreynolds@gunnisoncounty.org).**

7. ADMINISTRATIVE REQUIREMENTS

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 Description and Budget.

7.2. Applicant/Participant Privacy. Grantee must establish internal policies to protect the privacy of applicants and participants. Paper records must be secured and access to records limited to appropriate staff. Electronic records must also be protected with access limited to appropriate staff.

7.3. Fraud. The U.S. Government Accountability Office (GAO) maintains FraudNet, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. To report the possible misuse of Federal funds, the e-mail address is fraudnet@gao.gov, the fax number is 202-512-3086 and the mailing address is GAO, FraudNet, 441 G Street N.W., Washington, D.C. 20548.

7.4. Grant Modification. Any modifications of this Grant shall be in accordance with **§18(D)** of the Grant Award Letter Terms and Conditions.

7.5. Compliance with CSBG Program Requirements. Grantee agrees to comply with all requirements contained in the Community Services Block Grant Act and any subsequent amendment and/or reauthorization, any and all program requirements mandated by the Federal Awarding Agency and/or the State, and all requirements detailed in **Exhibit C**.

7.6. Reporting. Grantee shall submit the required reports to DOLA using the State-provided forms. A list of the required reports, report templates, and due dates are posted to the DOLA CSBG Grantee Resources Page (https://dlg.colorado.gov/community-services-block-grant-csbg). DOLA may withhold payment(s) if such reports are not submitted timely.

7.7. Monitoring. The State shall monitor this Grant through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Grantee and/or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management and other requirements of the CSBG Act and this Grant have been met.

7.8. Subrecipient Monitoring. Grantee shall monitor Subrecipient(s) annually during the term of this Grant. Documentation of monitoring results must be made available to the State upon request.

7.9. Mileage Reimbursement Protocol. Mileage reimbursements, when allowable, are capped at the per-mile rate approved by the IRS at the time of travel.

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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 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.

1.2 These Federal Provisions are subject to the Award as defined in **§2** of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

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.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.7. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "Subgrantee" 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 does not include an individual who is a beneficiary of a federal program.

2.1.14. "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.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. 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;

2.1.15.3. 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;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. 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.

2.1.16. "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.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. **COMPLIANCE.**

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, 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 UNIQUE ENTITY ID SYSTEM (UEI) 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. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.Gov 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 $30,000 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. $30,000,000 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

5.1.2.3. 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. 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 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 $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, 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 (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

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 the 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 Unique Entity ID as registered in SAM; and

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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. 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 Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction contracts.] 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or 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 agreement," the Prime Recipient or 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 Agreements," and any implementing regulations issued by the Federal 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 awardees 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 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.

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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.

12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Prime 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.

15. EVENT OF DEFAULT AND TERMINATION.

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.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes Enter CTGG1 number	**Program Name** Community Services Block Grant (Place here the DocuSign 1st Acctg Group Dropdown for "CSBG")	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☐ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**.

   b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **ending dollar amt**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 202x	1	Program Year 202x - FORM -(1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Formulaic 202x	2	Program Year 202x - FORM - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Discretionary 202x	3	Program Year 202x - DISC - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
		TOTALS	**$ 0.00**	**$ 0.00**	**$ 0.00**

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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Official Chief Elected Official Authorization Form
Board Action taken on

9-5-2023
Date

Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.

Public Entities/Counties:

Signature, Chief Elected Official

Liz Smith
Name (typed or printed)

Acting Chair, Gunnison Co
Title Board of County Commissioners

9-26-2023
Date

Private Entities/COG's:

Signature, Governing Board
President/Chairperson

Name (typed or printed)

Title

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Business Lease; PLC-CO Assets, LLC dba Gunnison Fu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Gunnison Funeral Services

Term Begins: 5/1/2024 **Term Ends:** **Grant Contract #:**

Summary:

Agreement regarding payment for coroner's workspace

Fiscal Impact:

Submitted by: Michael Barnes **Submitter's Email Address:** mbarnes@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/13/2024

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

Comments:
Legally sufficient. SO 6/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/13/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

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

Agenda Date: 6/18/2024

Revised April 2015

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AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE

THIS AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE ("Agreement") is made and entered into this ____ day of June, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and PLC – CO ASSETS, LLC d/b/a GUNNISON FUNERAL SERVICES, a Delaware limited liability company, whose address is 106 S. Taylor, #2, Gunnison, CO 81230 ("Gunnison Funeral").

WHEREAS, Gunnison Funeral currently leases real property located at 106 S. Taylor, #2, Gunnison, Colorado 81230 ("Property"); and

WHEREAS, the Property includes an appropriate work space, the functional equivalent of approximately 375 sq. ft., dedicated for the official services of the Gunnison County Coroner ("Coroner's Work Space"); and

WHEREAS, Gunnison County has been financially contributing towards the rental and utility costs for the Coroner's Work Space and would like to continue to provide that contribution; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and Gunnison Funeral do hereby agree as follows:

1. EXTENDING PRIOR AGREEMENT.

The *Agreement Regarding Payment for Coroner's Work Space* by and between the Board of County Commissioners of the County of Gunnison, Colorado and Kelly Crippin, Gunnison Funeral, dated June 20, 2023 and assigned Gunnison County Legal Instrument No: 2023-092 is terminated upon the effective date of this Agreement as set forth in Paragraph 2 below.

2. TERM.

The term of this Agreement shall commence May 1, 2024 and shall terminate on April 30, 2025 ("Term"), unless otherwise terminated or extended under the terms of this Agreement by mutual written agreement of Gunnison County and Gunnison Funeral.

3. COMPENSATION.

In full and complete consideration for use of the Coroner's Work Space by the Gunnison County Coroner, Gunnison County shall compensate Gunnison Funeral 50% of the rental costs incurred for said Coroner's Work Space which amounts to a monthly amount of SIX HUNDERED AND FIFTY and 00/100 U.S. Dollars ($650.00) through the Term of this

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Agreement, a copy of the lease is attached as Attachment A. Thereafter should this Agreement be amended and extended the dollar amount shall be adjusted no more than 3% annually.

In addition to this amount, Gunnison County shall compensate Gunnison Funeral for a portion of utility bills as more specifically identified in paragraph 4 herein below.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 10 herein below.

4. UTILITIES.

Gunnison County shall compensate Gunnison Funeral 50% of the billed, receipted costs for natural gas, water, sewer and electric bills incurred by Coroner's use of the Coroner's Work Space throughout the Term of this Agreement. Gunnison Funeral shall forward those utility bills to the Gunnison County Finance Department at 200 E. Virginia, Gunnison, CO 81230.

Gunnison County is not in any way responsible, financially or otherwise, for any cost or expense associated with any telephone and internet good or service for, or for the benefit of, Gunnison Funeral, and Gunnison Funeral agrees to indemnify Gunnison County regarding same.

Gunnison Funeral shall be responsible for any and all other costs not identified herein that may be associated with official Coroner's use of the Coroner's Work Space.

5. USE OF GUNNISON FUNERAL'S WORK SPACE.

The Gunnison County Coroner shall conduct the use of the Coroner's Work Space in an orderly manner. The Gunnison County Coroner, his agents, and employees, shall not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Coroner's Work Space.

6. IMPROVEMENTS.

All equipment placed by Gunnison County at its expense in, on or about the Coroner's Work Space, including all fixtures temporarily affixed to the Coroner's Work Space but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the Term of this Agreement or at its termination, to remove all such equipment.

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7. OPERATIONS.

Gunnison Funeral agrees to secure all necessary licenses, permits and other approval required by the City of Gunnison, County of Gunnison, State of Colorado, or the United States of America that may be necessary or associated with Coroner's use of the Coroner's Work Space.

8. WARRANTIES.

Gunnison Funeral warrants and assures Gunnison County that Gunnison Funeral has the authority from the Owner of the Property to use the Property for official use by the Gunnison County Coroner.

9. INDEMNIFICATION.

During the term of this Agreement, Gunnison Funeral shall indemnify, hold harmless and defend Gunnison County, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Gunnison Funeral arising from the use of the Coroner's Work Space.

10. NO CREATION OF OBLIGATION TO OWNER.

Nothing in this Agreement creates any obligation whatsoever from Gunnison County to the Owner of the Property.

Nothing in this Agreement is or shall be construed a waiver of any protection of the Governmental Immunity Act.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Gunnison County: Board of County Commissioners
of the County of Gunnison, Colorado

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200 East Virginia Avenue
Gunnison, CO 81230

Gunnison Funeral: PLC – CO Assets, LLC d/b/a Gunnison Funeral Services
Attn: Location Manager
106 S. Taylor, #2
Gunnison, CO 81230

13. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Gunnison County, Gunnison Funeral shall not (a) assign, transfer, pledge, or hypothecate this Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Coroner's Work Space or any part thereof.

15. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and 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.

16. ENTIRE AGREEMENT.

Gunnison Funeral and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be

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valid unless executed by an instrument in writing by Gunnison Funeral and Gunnison County with the same formality as this Agreement.

17. COUNTERPARTS.

Each party may sign this Agreement in counterparts. This Agreement may also be executed by electronic means or signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

PLC – CO Assets, LLC d/b/a Gunnison Funeral Services,
a Delaware limited liability company

By: DocuSigned by: Daren Forbes B5400DCFEED444D...
Daren Forbes, RVP – West Region

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ATTACHMENT A

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BUSINESS LEASE

THIS BUSINESS LEASE, in duplicate, is dated with an effective date of April 1, ~~2022~~ 2024, at Gunnison, Gunnison County, Colorado, as follows:

1. OWNER. The Owner is:

CHRISTIAN M. GREEN

2. TENANT. The Tenant is: PLC-CO Assets, LLC d/b/a

Gunnison Funeral Services

, hereafter termed "Tenant." If more than one individual or entity, their obligations as Tenants hereunder shall be joint and several.

3. LEASE OF PREMISES. In consideration of the terms of this Business Lease, Owner leases to Tenant a subdivided portion of the building ("Building") situate on the following described real property located in the City of Gunnison, Gunnison County, Colorado, to wit:

Lots 4 through 8, both inclusive, Block 31, City of Gunnison, According to the official recorded plat of ORIGINAL GUNNISON,

County of Gunnison,
State of Colorado.

Owner leases to Tenant the middle unit of the building, consisting of approximately 1,250 square feet, which has an address of 106 South Taylor, Unit 2, Gunnison, Colorado 81230 (the "Lease Premises").

4. TERM OF LEASE. The term of this Business Lease shall commence at 12:01 a.m. on May 1, 2024, and terminate at midnight on April ~~31~~ 30, 2026.

5. RENTAL PAYMENTS. Tenant shall pay to Owner as rent for the Lease Premises the following:

$1,300.00 per month from May 1, 2024 through April ~~31~~ 30, 2026.

6. RENEWAL OPTION. If Tenant is not in default of any covenant,

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term or condition of this Business Lease, then and in that event Tenant shall have the right and option to extend this Business Lease for an additional period of one year commencing on May 1, ~~2024~~ 2026 DF and ending on April ~~31~~ 30, ~~2025~~ 2027, upon the same terms, covenants and conditions as herein provided, with the exception that the monthly rental during such option period shall be increased by 3% per year. This option is exercisable by Tenant providing written notice to Owner, in the manner provided herein, on or before May 1, ~~2024~~ 2026 DF.

7. SECURITY DEPOSIT

Tenant shall on the date of execution place a security deposit with Owner in the amount of $_900.00__, as a guarantee and indemnity that Tenant will keep the Lease Premises in as good a condition as when received, will not vacate the Lease Premises prior to the termination hereof, will make all rental payments as the same become due, and will otherwise perform all terms, covenants and conditions of this Business Lease. It is understood and agreed that this security deposit is neither an advance rental nor a bonus to Owner, and Owner agrees that if all the covenants herein imposed upon Tenant have been complied with and the Owner has not been damaged as a result of injury to the Lease Premises nor has incurred any costs to repair or clean said Lease Premises, then in that event, Owner shall refund to Tenant the full amount of the security deposit. If Tenant defaults in any of the terms and provisions hereof Owner shall have the right, without notice, to apply as much of the security deposit as is required to re-compensate Owner for any damages thereby sustained and, if any balance remains after such application, to return the same to Tenant. An accounting of such security deposit shall be made to Tenant within 60 days after expiration or termination of this Business Lease. In the event damage to Owner exceeds the amount of the security deposit, the Tenant shall pay such excess amount immediately upon being billed therefore by Owner, including Owner's reasonable attorneys' fees and court costs incurred, if any.

8. UTILITY AND SERVICE CHARGES. Tenant acknowledges that Tenant shall promptly pay as the same become due and owing all charges, statements or assessments for water, gas, heat, electricity, refuse, dumpster charges, garbage, telephone, power and janitorial services used by Tenant or supplied to the Lease Premises, including any utility connection fees, and shall not allow the payment therefore to become delinquent nor allow any lien or assessment to be placed against the Lease Premises for the nonpayment of the same.

9. USE OF PREMISES. The Tenant shall use and occupy the Lease Premises for an office and furniture fabricating. Tenant shall not use the Lease Premises for any other purposes without the prior written consent of the Owner.

10. FURNITURE AND FIXTURES. Tenant shall be solely responsible,

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at its cost, to obtain, place and install within the Lease Premises all furnishings, fixtures, equipment and personal property necessary or desirable for its occupancy of the Lease Premises and the use thereof.

The Lease Premises on the commencement date of this Business Lease will be finished by Owner with the exception of window coverings and interior decoration, all of which shall be the sole responsibility of Tenant.

11. OWNER'S RESPONSIBILITY. The Owner shall, during the term of this Business Lease, be responsible for any repairs or maintenance required to be performed as to the exterior of the Lease Premises.

12. TENANT'S RESPONSIBILITIES. The Tenant shall at all times during the term of this Business Lease be responsible:

1. To maintain and keep in good repair the interior of the Lease Premises, including all interior walls, doors and windows, including glass.

2. To maintain and repair any damage or destruction of the Building or Lease Premises caused by any acts or omissions of the Tenant, its agents, customers, employees or invitees.

3.To maintain the Lease Premises in a clean and attractive condition.

4.To maintain and keep in good repair the utility systems within the Lease Premises.

5.To clean and remove all snow and ice from the sidewalk in front of the Lease Premises, and to maintain the dumpster area to the rear of the Lease Premises in a clean and attractive condition.

13. FIRE AND EXTENDED COVERAGE INSURANCE.

1.During the term of this Business Lease and any renewal hereof, the Owner shall keep the Lease Premises fully insured for fire and extended coverage and shall bear the risk of loss therefore.

2.The Tenant shall carry fire and extended coverage property insurance on all items of personal property, fixtures, equipment and improvements located upon the Lease Premises and owned by it and shall be solely responsible for any loss, damage or destruction of such personal property, fixtures, equipment and improvements. Tenant shall also purchase and maintain a fire extinguisher in the Lease Premises in accordance with Gunnison County and/or City Code.

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3.In the event that the Building should be damaged or destroyed, in whole or in part, as a result of fire, damage or destruction from any cause covered by such fire and extended coverage insurance, then the proceeds of such insurance shall be utilized to repair and replace the Building in as good condition as the same was prior to such damage. In the event that the Building is damaged or destroyed as result of fire damage or destruction, the rental payments due and owing by Tenant shall be abated during any period of required repairs or construction, unless such damage and destruction was due to the neglect of the Tenant or its employees and agents in which event the rent shall not be abated, and shall recommence on the date that a Certificate of Occupancy is issued for the Lease Premises.

14. LIABILITY INSURANCE. Tenant, at its sole cost and expense, shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Lease Premises and all use and occupancy thereof by Tenant in an amount of not less than $500,000.00 blanket comprehensive liability limits and not less than $50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Owner as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Owner and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Owner on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

15. LIABILITY AND INDEMNITY. Tenant agrees to hold harmless and to indemnify the Owner from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any act or omission of Tenant or Tenant's employees, contractors, customers, invitees or agents, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Business Lease, and any renewal thereof, in or about the Lease Premises. Tenant agrees to use and occupy the Lease Premises at its own risk and hereby releases Owner, its agents and employees, from any claims for any damage or injury to the full extent permitted by law.

16. COMPLIANCE WITH LAWS AND REASONABLE USAGE. Tenant will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Lease Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Owner's fire and extended

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coverage insurance to be cancelled or the rate therefore increased (or, at Owner's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Owner, or which might, in the exclusive judgment of Owner, appreciably damage Owner's goodwill or reputation, or tend to injure or depreciate the Building; and will not commit or permit waste in the Lease Premises or Building.

17. ADDITIONS OR ALTERATIONS TO LEASE PREMISES.

1.Tenant may make no changes, alterations, additions or improvements to the Lease Premises without the prior written consent of Owner.

2.All costs, fees and expenses pertaining to any such change, alteration, addition, or improvement shall be paid by Tenant, including all permits and licenses required in connection therewith. Tenant will not permit any mechanic's lien or materialman's lien, or other liens, to be filed against the Lease Premises for any labor or material furnished in connection with such change, alteration, addition or improvement. Any changes, alterations, additions or improvements to the Lease Premises done with the written consent of the Owner shall remain upon the Lease Premises at the termination of the lease term.

3.Tenant may remove its trade fixtures, supplies and movable furniture and equipment not attached to the Lease Premises, not including any utility connections or services, provided: (1) such removal is made prior to the termination of the term of this Business Lease; (2) Tenant is not in default of any obligation or covenant under this Business Lease at the time of such removal; and (3) Tenant promptly repairs all damage caused by such removal. All other property, and specifically including all permanent fixtures of the Lease Premises and any alteration or addition to the Lease Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Lease Premises shall become the property of Owner and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Business Lease, Tenant hereby waiving all rights to any payment or compensation therefor.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Business Lease, in whole or in part, nor sublet the Lease Premises in whole or in part, to any other person or entity, nor grant any right of possession therein, without the prior written consent of the Owner, which consent shall not be unreasonably withheld. A condition of the Owner's consent to the assignment of this Business Lease, through sale or otherwise, shall be that the assignee have the financial capabilities and business experience to assume this Business Lease and make the required rental payments. The Tenant shall not sublet any of the shop or office space for residential use after November 1, 2019.

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19. OWNER'S TRANSFER OF INTEREST. Owner shall have the right to transfer, sell, convey or in any other manner dispose of its interest in the Lease Premises. Upon any such transfer, the Owner shall be relieved of any and all obligations hereunder to the Tenant and any successor or transferee of Owner shall take title to the property subject to this Business Lease and shall assume all of the obligations of the Owner hereunder.

20. ADVERTISING, SIGNS AND DISPLAYS. Tenant shall be allowed to place advertising signs or devices upon the Lease Premises under the following conditions:

1.Tenant shall be permitted to use any sign or advertising in the interior of the Lease Premises and on the interior of any window, so long as the same complies with the applicable ordinances of the City of Gunnison, Colorado.

2.Tenant may place a singe outside sign or advertising device on the exterior or windows of the Lease Premises. The body of such sign shall be completed by Tenant at the Tenant's sole expense, and shall be subject to Owner's approval.

21. SUBORDINATION. This Business Lease may, at the option of the Owner, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the Lease Premises and to all renewals, modifications, replacements or extensions hereof, subject to the provision that notwithstanding any default or foreclosure of such mortgage or deed of trust or the enforcement of any other rights and remedies including the right of sale thereunder, this Business Lease shall be recognized and shall remain in full force and effect during the term of this Business Lease so long as the Tenant is not in default of this Business Lease's provisions. Tenant shall, upon request by Owner, execute and deliver such instruments as may be reasonably necessary or convenient to evidence such subordination.

22. ACCESS BY OWNER. The Owner, its agents and employees, shall have access and the right to enter upon the Lease Premises, upon reasonable prior notice at any reasonable time, to examine the condition thereof or to make any repairs required to be made by Owner. Owner shall have the right to show the Lease Premises to any prospective purchaser or tenant and for any other purpose deemed reasonable by Owner.

23. DEFAULT BY TENANT. Any of the following events shall constitute an "event of default" by Tenant:

1.The failure to make the rental payments and/or monthly expense payments on the due date and to cure such failure within 10 days after written notice by the

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Owner.

2.The filing of any case, petition, or answer by or against the Tenant under any provision of the Federal Bankruptcy Act.

3.Any petition or other proceedings by or against the Tenant for the appointment of a trustee, receiver or li0quidator of the Tenant or of any of the Tenant's property.

4.Any attachment or execution levied upon the Tenant's property or interest under this Business Lease, if such attachment or execution remains outstanding for 30 days or more, unless the Tenant posts adequate surety or bond to guarantee the payment thereof.

5.Any failure in the performance or observance of the terms and provisions of this Business Lease and such failure shall continue for 10 days after written notice thereof by Owner to Tenant; provided, however, that if the nature of Tenant's failure is such that more than 10 days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within the 10 day period and thereafter diligently prosecute such cure to completion.

24. OWNER'S REMEDIES UPON TENANT'S DEFAULT. Upon any event of default by Tenant, the Owner shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such event of default:

1.To terminate this Business Lease upon the Owner giving a 10 day written notice of termination to the Tenant that this Lease will immediately terminate at the end of such 10 day period, in which event the Tenant shall on the date set forth in the written notice surrender possession of the Lease Premises to the Owner and pay to the Owner all rental payments and other amounts payable by Tenant to Owner to the date of termination.

2.Upon the Owner giving to Tenant a 10 day written notice, to enter upon and take possession of the Lease Premises at the end of the notice period and remove Tenant and any other occupant therefrom, with or without having terminated this Business Lease and to alter and change any locks or other security devices at the Lease Premises. No such re-entry by the Owner shall be considered to be a forcible entry of the Lease Premises.

3.In the event the Owner elects to obtain possession of the Lease Premises without terminating this Business Lease, the Tenant shall be liable for and shall

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pay to the Owner all rent and other amounts due to the date of such repossession, together with all rent required to be paid by the Tenant to the Owner during the remainder of the Lease term, less any amounts received by the Owner.

4.In the event the Owner elects to terminate this Business Lease by reason of default, Tenant shall be liable for and shall pay to Owner after the date of termination damages in an amount equal to the then present value of the rent for the remaining portion of the Lease term, (had this Business Lease not been terminated by Owner), less the then present value of the fair rental value of the Lease Premises for the remaining portion of the Lease term. In such case, Owner shall make reasonable efforts to re-lease the Lease Premises.

5.In addition, Tenant shall be liable for and shall pay to Owner any broker's fees or rental fees incurred by Owner in connection with the re-leasing of the Lease Premises, the costs of removing and storing Tenant's or other occupants' property from the Lease Premises, and all reasonable expenses incurred by Owner in enforcing the remedies of the Owner, including reasonable attorneys' fees.

25. DEFAULT BY OWNER. If the Owner shall be in default as to the performance of any covenant, agreement or obligation to be performed by Owner under the terms and provisions of this Business Lease, and such default shall continue for 10 days after written notice thereof by Tenant to Owner; provided, however, that in the case of a default beyond the Owner's reasonable control that cannot be cured within such 10 day period, the 10 day period shall be deemed extended if (1) immediately upon receipt of such notice, the Owner advises the Tenant of its intention to institute all actions necessary to cure such default, and (2) institutes all necessary action and with reasonable diligence prosecutes the completion of all actions necessary to cure such default; then the Tenant shall have the following rights and remedies:

1.To cure such default with the reasonable costs and expenses thereof to be paid by Owner.

2.To request of the Owner a partial abatement of rental payments which would represent the fair rental value of the property to the extent that the Owner's default substantially interferes with the Tenant's normal business operation, approval of which abatement the Owner shall not unreasonably withhold. Notwithstanding anything in this Lease to the contrary, the requested amount of any such abatement of rental payments shall be submitted in writing by the Tenant to the Owner for the Owner's reasonable approval before any abatement of rent is taken.

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2.If any such default of Owner shall continue for more than 10 days and substantially interferes with the Tenant's use and occupancy of the Lease Premises, the Tenant may, without limiting any other remedies of the Tenant, immediately terminate this Business Lease.

3.Any amounts payable by Owner to Tenant pursuant to this paragraph shall be paid within 10 days after written demand therefor.

26. SURRENDER OF PREMISES. Tenant covenants and agrees that on the last date of this Business Lease or any renewal or extension hereof, it will quietly and peaceably leave and surrender the Lease Premises to Owner in as good condition as when received, ordinary wear and tear, repairs and replacements required to be made by Owner or alterations, additions and improvements excepted.

27.TAXES AND ASSESSMENTS. Owner shall pay all Real Estate Taxes levied on the Lease Premises during the term of the Lease. The Tenant will promptly pay as the same become due and payable, and will not allow the same to become delinquent, any and all assessments of any taxing entity assessed against the Lease Premises or any use of the Lease Premises, as follows:

1.The Tenant shall pay all personal property taxes levied on the personal property located upon the Leased Premises during the term of the Lease.

28. DESTRUCTION OF PREMISES. In the event that the Lease Premises or any part thereof shall be damaged as a result of fire, destruction, or other casualty or peril, the Owner shall have the exclusive right to terminate this Business Lease or to repair and replace the Lease Premises in as good a condition as it was prior to such damage. Such election shall be made by the Owner giving written notice to the Tenant within 20 days from the date of such damage. If an election is made to terminate this Business Lease, the Tenant shall immediately surrender the Lease Premises to Owner and shall pay the rental payments only to the date of the surrender of possession. If an election is made to repair the Lease Premises, the same shall be done within a reasonable period and during such period, the rental payments shall be reduced and adjusted to an amount that represents the fair and reasonable rental payment, as agreed by the parties, and as determined by the nature of the damages sustained to the Lease Premises and the extent the Tenant is deprived of the use of the Lease Premises, unless the damages are due to the negligence of the Tenant or its employees and agents, in which event there shall be no reduction or adjustment in the rental payments. In no event shall the reasonable period to make such repairs exceed six months in duration. The Tenant shall have the absolute right to terminate this Business Lease in the event of any damage to the Lease Premises that makes the same untenable for a period of time longer than six months. In such event, Tenant shall give the Owner written notice of its option to terminate this Business Lease within 20

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days after such damage or destruction.

29. CONTINUANCE OF LEASE. If, after the expiration of this Business Lease the Tenant shall remain in possession of the Lease Premises and continues to pay rent without written agreement as to such tenancy, then the Tenant shall be deemed as a tenant from month to month at the rental payment in effect on the last month of this Business Lease. Such month to month tenancy shall not be deemed to extend the term or renew this Business Lease and the month to month tenancy may be terminated by either party giving written notice to the other of the termination at least 10 days prior to the commencement of the next month to month tenancy.

30. TENANT'S PROPERTY. All trade or business furniture and fixtures which may be placed in or upon the Lease Premises by the Tenant are to remain its sole and separate property and Tenant shall have the right to remove the same upon the termination of this Business Lease, or any extension hereof. Said right of removal shall be subject to the following express conditions:

1. Tenant shall not then be in default in the performance of any of the terms and conditions of this Business Lease.

2. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the Building, unless the damage caused by such removal is repaired and the property restored in the same condition as it was prior to the installation thereof.

31. PARKING AREAS. It is understood and agreed that the Lease Premises do not include any designated parking area or parking spaces for the use of Tenant, its employees, business invitees or patrons. The parking area located at the rear of the Building (on the east side) is for Owner's exclusive use and enjoyment. Tenant, its employees, business invitees, and patrons may use any available parking spaces located in front of the Building (on the west side) or on the street.

32. CONDEMNATION. If all or any substantial portion of the Building shall be taken in condemnation or under a right of eminent domain, or be the subject of any proceedings for any such condemnation or right of eminent domain, the Tenant may, at its option, elect to terminate this Business Lease in its entirety by giving written notice to Owner, in which event this Business Lease shall terminate 20 days after the date of receipt of such notice by Owner. For the purposes of this paragraph, a "substantial portion" of the Lease Premises shall be deemed to include the taking of such portion of the Lease Premises that the Lease Premises have a net reduction of gross floor area of more than ten percent. In the event of any condemnation or eminent domain proceedings, the Tenant shall have the separate right to submit a proof of claim

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or may make a claim for damages as to any damages suffered by Tenant as a result thereof.

33. NON-WAIVER OF REMEDY. The waiver by the Owner or the Tenant of any breach or default of any term, covenant or condition of this Business Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Business Lease.

34. NOTICES. All notices and other communications required or permitted under this Business Lease shall be in writing and shall be, as determined by the person giving such notice, either hand delivered; mailed by registered or certified mail, return receipt requested; delivered by overnight delivery service such as Federal Express or United Parcel Service; or by telecopier or telegraphic transmission. Service of such notice shall be deemed given and received when personally delivered, or 3 business days after mailing properly addressed with postage prepaid, or the day sent by telecopier or telegraphic transmission, or the day following the delivery to an overnight delivery service with delivery charges prepaid. All notices shall be given to the required party at the following address:

OWNER: CHRISTIAN GREEN
200 Tomichi Trail
Gunnison, CO 81230

TENANT: Gunnison Funeral Services

Any party may change its address by giving written notice of a change of address to the other party in the manner above provided.

35. ENTIRE AGREEMENT. This written Business Lease contains the entire and only agreement between Owner and Tenant, and no oral statement or representations not contained in this Business Lease shall be of any force and effect between said parties. This Business Lease shall not be modified or amended in any manner except by written instrument by the parties.

36. APPLICABLE LAW. This Business Lease is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.

37. JURISDICTION AND VENUE. This Business Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Business Lease shall be in the District Court of Gunnison County, Colorado.

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38. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Business Lease as to the enforcement, interpretation or construction of this Business Lease, or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

39. INTEREST AND LATE CHARGES. Tenant covenants and agrees that all sums to be paid under this Lease ("Payment Obligation"), if not paid when due, regardless of whether Owner provides Tenant any notice of such delinquent payment, shall bear interest at the rate of 3.0% per month from the date due until the date that the same is paid in full. In addition, if Tenant fails to pay any Payment Obligation on or before its due date, and to cure such failure within 10 days after written notice by the Owner, Owner will impose a late charge in the amount of ten percent (10%) of the sum due, which late charge is immediately due upon the expiration of said ten day period, and which shall bear interest retroactively from the due date of the Payment Obligation until it is paid in full. The purpose of this late charge is to defray the expense incident to the handling of delinquent payments. The ten day period referenced herein is not a grace period; any payment not received when due is in default.

40. BINDING AGREEMENT. It is understood and agreed that this Business Lease shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Business Lease is executed the day first above written.

OWNER

CHRISTIAN M. GREEN

By: Christian Green
Christian Green, Manager

Date: MARCH 29, 2024

TENANT

PLC-CO Assets, LLC d/b/a
Gunnison Funeral Services

DocuSigned by:
Daren Forbes
B5400DCFEED444D...

~~Gunnison Funeral Services~~
Daren Forbes, RVP-West

Date: 5/31/2024

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BUSINESS LEASE

THIS BUSINESS LEASE, in duplicate, is dated with an effective date of April 1, ~~2022~~ 2024, at Gunnison, Gunnison County, Colorado, as follows:

1. OWNER. The Owner is:

CHRISTIAN M. GREEN

2. TENANT. The Tenant is: PLC-CO Assets, LLC d/b/a

Gunnison Funeral Services

, hereafter termed "Tenant." If more than one individual or entity, their obligations as Tenants hereunder shall be joint and several.

3. LEASE OF PREMISES. In consideration of the terms of this Business Lease, Owner leases to Tenant a subdivided portion of the building ("Building") situate on the following described real property located in the City of Gunnison, Gunnison County, Colorado, to wit:

Lots 4 through 8, both inclusive, Block 31, City of Gunnison, According to the official recorded plat of ORIGINAL GUNNISON,

County of Gunnison,
State of Colorado.

Owner leases to Tenant the middle unit of the building, consisting of approximately 1,250 square feet, which has an address of 106 South Taylor, Unit 2, Gunnison, Colorado 81230 (the "Lease Premises").

4. TERM OF LEASE. The term of this Business Lease shall commence at 12:01 a.m. on May 1, 2024, and terminate at midnight on April ~~31~~ 30, 2026.

5. RENTAL PAYMENTS. Tenant shall pay to Owner as rent for the Lease Premises the following:

$1,300.00 per month from May 1, 2024 through April ~~31~~ 30, 2026.

6. RENEWAL OPTION. If Tenant is not in default of any covenant,

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term or condition of this Business Lease, then and in that event Tenant shall have the right and option to extend this Business Lease for an additional period of one year commencing on May 1, ~~2024~~ 2026 DF and ending on April ~~31~~ 30, ~~2025~~ 2027, upon the same terms, covenants and conditions as herein provided, with the exception that the monthly rental during such option period shall be increased by 3% per year. This option is exercisable by Tenant providing written notice to Owner, in the manner provided herein, on or before May 1, ~~2024~~ 2026 DF.

7. SECURITY DEPOSIT

Tenant shall on the date of execution place a security deposit with Owner in the amount of $_900.00__, as a guarantee and indemnity that Tenant will keep the Lease Premises in as good a condition as when received, will not vacate the Lease Premises prior to the termination hereof, will make all rental payments as the same become due, and will otherwise perform all terms, covenants and conditions of this Business Lease. It is understood and agreed that this security deposit is neither an advance rental nor a bonus to Owner, and Owner agrees that if all the covenants herein imposed upon Tenant have been complied with and the Owner has not been damaged as a result of injury to the Lease Premises nor has incurred any costs to repair or clean said Lease Premises, then in that event, Owner shall refund to Tenant the full amount of the security deposit. If Tenant defaults in any of the terms and provisions hereof Owner shall have the right, without notice, to apply as much of the security deposit as is required to re-compensate Owner for any damages thereby sustained and, if any balance remains after such application, to return the same to Tenant. An accounting of such security deposit shall be made to Tenant within 60 days after expiration or termination of this Business Lease. In the event damage to Owner exceeds the amount of the security deposit, the Tenant shall pay such excess amount immediately upon being billed therefore by Owner, including Owner's reasonable attorneys' fees and court costs incurred, if any.

8. UTILITY AND SERVICE CHARGES. Tenant acknowledges that Tenant shall promptly pay as the same become due and owing all charges, statements or assessments for water, gas, heat, electricity, refuse, dumpster charges, garbage, telephone, power and janitorial services used by Tenant or supplied to the Lease Premises, including any utility connection fees, and shall not allow the payment therefore to become delinquent nor allow any lien or assessment to be placed against the Lease Premises for the nonpayment of the same.

9. USE OF PREMISES. The Tenant shall use and occupy the Lease Premises for an office and furniture fabricating. Tenant shall not use the Lease Premises for any other purposes without the prior written consent of the Owner.

10. FURNITURE AND FIXTURES. Tenant shall be solely responsible,

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at its cost, to obtain, place and install within the Lease Premises all furnishings, fixtures, equipment and personal property necessary or desirable for its occupancy of the Lease Premises and the use thereof.

The Lease Premises on the commencement date of this Business Lease will be finished by Owner with the exception of window coverings and interior decoration, all of which shall be the sole responsibility of Tenant.

11. OWNER'S RESPONSIBILITY. The Owner shall, during the term of this Business Lease, be responsible for any repairs or maintenance required to be performed as to the exterior of the Lease Premises.

12. TENANT'S RESPONSIBILITIES. The Tenant shall at all times during the term of this Business Lease be responsible:

1. To maintain and keep in good repair the interior of the Lease Premises, including all interior walls, doors and windows, including glass.

2. To maintain and repair any damage or destruction of the Building or Lease Premises caused by any acts or omissions of the Tenant, its agents, customers, employees or invitees.

3.To maintain the Lease Premises in a clean and attractive condition.

4.To maintain and keep in good repair the utility systems within the Lease Premises.

5.To clean and remove all snow and ice from the sidewalk in front of the Lease Premises, and to maintain the dumpster area to the rear of the Lease Premises in a clean and attractive condition.

13. FIRE AND EXTENDED COVERAGE INSURANCE.

1.During the term of this Business Lease and any renewal hereof, the Owner shall keep the Lease Premises fully insured for fire and extended coverage and shall bear the risk of loss therefore.

2.The Tenant shall carry fire and extended coverage property insurance on all items of personal property, fixtures, equipment and improvements located upon the Lease Premises and owned by it and shall be solely responsible for any loss, damage or destruction of such personal property, fixtures, equipment and improvements. Tenant shall also purchase and maintain a fire extinguisher in the Lease Premises in accordance with Gunnison County and/or City Code.

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3.In the event that the Building should be damaged or destroyed, in whole or in part, as a result of fire, damage or destruction from any cause covered by such fire and extended coverage insurance, then the proceeds of such insurance shall be utilized to repair and replace the Building in as good condition as the same was prior to such damage. In the event that the Building is damaged or destroyed as result of fire damage or destruction, the rental payments due and owing by Tenant shall be abated during any period of required repairs or construction, unless such damage and destruction was due to the neglect of the Tenant or its employees and agents in which event the rent shall not be abated, and shall recommence on the date that a Certificate of Occupancy is issued for the Lease Premises.

14. LIABILITY INSURANCE. Tenant, at its sole cost and expense, shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Lease Premises and all use and occupancy thereof by Tenant in an amount of not less than $500,000.00 blanket comprehensive liability limits and not less than $50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Owner as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Owner and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Owner on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

15. LIABILITY AND INDEMNITY. Tenant agrees to hold harmless and to indemnify the Owner from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any act or omission of Tenant or Tenant's employees, contractors, customers, invitees or agents, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Business Lease, and any renewal thereof, in or about the Lease Premises. Tenant agrees to use and occupy the Lease Premises at its own risk and hereby releases Owner, its agents and employees, from any claims for any damage or injury to the full extent permitted by law.

16. COMPLIANCE WITH LAWS AND REASONABLE USAGE. Tenant will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Lease Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Owner's fire and extended

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coverage insurance to be cancelled or the rate therefore increased (or, at Owner's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Owner, or which might, in the exclusive judgment of Owner, appreciably damage Owner's goodwill or reputation, or tend to injure or depreciate the Building; and will not commit or permit waste in the Lease Premises or Building.

17. ADDITIONS OR ALTERATIONS TO LEASE PREMISES.

1.Tenant may make no changes, alterations, additions or improvements to the Lease Premises without the prior written consent of Owner.

2.All costs, fees and expenses pertaining to any such change, alteration, addition, or improvement shall be paid by Tenant, including all permits and licenses required in connection therewith. Tenant will not permit any mechanic's lien or materialman's lien, or other liens, to be filed against the Lease Premises for any labor or material furnished in connection with such change, alteration, addition or improvement. Any changes, alterations, additions or improvements to the Lease Premises done with the written consent of the Owner shall remain upon the Lease Premises at the termination of the lease term.

3.Tenant may remove its trade fixtures, supplies and movable furniture and equipment not attached to the Lease Premises, not including any utility connections or services, provided: (1) such removal is made prior to the termination of the term of this Business Lease; (2) Tenant is not in default of any obligation or covenant under this Business Lease at the time of such removal; and (3) Tenant promptly repairs all damage caused by such removal. All other property, and specifically including all permanent fixtures of the Lease Premises and any alteration or addition to the Lease Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Lease Premises shall become the property of Owner and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Business Lease, Tenant hereby waiving all rights to any payment or compensation therefor.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Business Lease, in whole or in part, nor sublet the Lease Premises in whole or in part, to any other person or entity, nor grant any right of possession therein, without the prior written consent of the Owner, which consent shall not be unreasonably withheld. A condition of the Owner's consent to the assignment of this Business Lease, through sale or otherwise, shall be that the assignee have the financial capabilities and business experience to assume this Business Lease and make the required rental payments. The Tenant shall not sublet any of the shop or office space for residential use after November 1, 2019.

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19. OWNER'S TRANSFER OF INTEREST. Owner shall have the right to transfer, sell, convey or in any other manner dispose of its interest in the Lease Premises. Upon any such transfer, the Owner shall be relieved of any and all obligations hereunder to the Tenant and any successor or transferee of Owner shall take title to the property subject to this Business Lease and shall assume all of the obligations of the Owner hereunder.

20. ADVERTISING, SIGNS AND DISPLAYS. Tenant shall be allowed to place advertising signs or devices upon the Lease Premises under the following conditions:

1.Tenant shall be permitted to use any sign or advertising in the interior of the Lease Premises and on the interior of any window, so long as the same complies with the applicable ordinances of the City of Gunnison, Colorado.

2.Tenant may place a singe outside sign or advertising device on the exterior or windows of the Lease Premises. The body of such sign shall be completed by Tenant at the Tenant's sole expense, and shall be subject to Owner's approval.

21. SUBORDINATION. This Business Lease may, at the option of the Owner, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the Lease Premises and to all renewals, modifications, replacements or extensions hereof, subject to the provision that notwithstanding any default or foreclosure of such mortgage or deed of trust or the enforcement of any other rights and remedies including the right of sale thereunder, this Business Lease shall be recognized and shall remain in full force and effect during the term of this Business Lease so long as the Tenant is not in default of this Business Lease's provisions. Tenant shall, upon request by Owner, execute and deliver such instruments as may be reasonably necessary or convenient to evidence such subordination.

22. ACCESS BY OWNER. The Owner, its agents and employees, shall have access and the right to enter upon the Lease Premises, upon reasonable prior notice at any reasonable time, to examine the condition thereof or to make any repairs required to be made by Owner. Owner shall have the right to show the Lease Premises to any prospective purchaser or tenant and for any other purpose deemed reasonable by Owner.

23. DEFAULT BY TENANT. Any of the following events shall constitute an "event of default" by Tenant:

1.The failure to make the rental payments and/or monthly expense payments on the due date and to cure such failure within 10 days after written notice by the

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Owner.

2.The filing of any case, petition, or answer by or against the Tenant under any provision of the Federal Bankruptcy Act.

3.Any petition or other proceedings by or against the Tenant for the appointment of a trustee, receiver or li0quidator of the Tenant or of any of the Tenant's property.

4.Any attachment or execution levied upon the Tenant's property or interest under this Business Lease, if such attachment or execution remains outstanding for 30 days or more, unless the Tenant posts adequate surety or bond to guarantee the payment thereof.

5.Any failure in the performance or observance of the terms and provisions of this Business Lease and such failure shall continue for 10 days after written notice thereof by Owner to Tenant; provided, however, that if the nature of Tenant's failure is such that more than 10 days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within the 10 day period and thereafter diligently prosecute such cure to completion.

24. OWNER'S REMEDIES UPON TENANT'S DEFAULT. Upon any event of default by Tenant, the Owner shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such event of default:

1.To terminate this Business Lease upon the Owner giving a 10 day written notice of termination to the Tenant that this Lease will immediately terminate at the end of such 10 day period, in which event the Tenant shall on the date set forth in the written notice surrender possession of the Lease Premises to the Owner and pay to the Owner all rental payments and other amounts payable by Tenant to Owner to the date of termination.

2.Upon the Owner giving to Tenant a 10 day written notice, to enter upon and take possession of the Lease Premises at the end of the notice period and remove Tenant and any other occupant therefrom, with or without having terminated this Business Lease and to alter and change any locks or other security devices at the Lease Premises. No such re-entry by the Owner shall be considered to be a forcible entry of the Lease Premises.

3.In the event the Owner elects to obtain possession of the Lease Premises without terminating this Business Lease, the Tenant shall be liable for and shall

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pay to the Owner all rent and other amounts due to the date of such repossession, together with all rent required to be paid by the Tenant to the Owner during the remainder of the Lease term, less any amounts received by the Owner.

4.In the event the Owner elects to terminate this Business Lease by reason of default, Tenant shall be liable for and shall pay to Owner after the date of termination damages in an amount equal to the then present value of the rent for the remaining portion of the Lease term, (had this Business Lease not been terminated by Owner), less the then present value of the fair rental value of the Lease Premises for the remaining portion of the Lease term. In such case, Owner shall make reasonable efforts to re-lease the Lease Premises.

5.In addition, Tenant shall be liable for and shall pay to Owner any broker's fees or rental fees incurred by Owner in connection with the re-leasing of the Lease Premises, the costs of removing and storing Tenant's or other occupants' property from the Lease Premises, and all reasonable expenses incurred by Owner in enforcing the remedies of the Owner, including reasonable attorneys' fees.

25. DEFAULT BY OWNER. If the Owner shall be in default as to the performance of any covenant, agreement or obligation to be performed by Owner under the terms and provisions of this Business Lease, and such default shall continue for 10 days after written notice thereof by Tenant to Owner; provided, however, that in the case of a default beyond the Owner's reasonable control that cannot be cured within such 10 day period, the 10 day period shall be deemed extended if (1) immediately upon receipt of such notice, the Owner advises the Tenant of its intention to institute all actions necessary to cure such default, and (2) institutes all necessary action and with reasonable diligence prosecutes the completion of all actions necessary to cure such default; then the Tenant shall have the following rights and remedies:

1.To cure such default with the reasonable costs and expenses thereof to be paid by Owner.

2.To request of the Owner a partial abatement of rental payments which would represent the fair rental value of the property to the extent that the Owner's default substantially interferes with the Tenant's normal business operation, approval of which abatement the Owner shall not unreasonably withhold. Notwithstanding anything in this Lease to the contrary, the requested amount of any such abatement of rental payments shall be submitted in writing by the Tenant to the Owner for the Owner's reasonable approval before any abatement of rent is taken.

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2.If any such default of Owner shall continue for more than 10 days and substantially interferes with the Tenant's use and occupancy of the Lease Premises, the Tenant may, without limiting any other remedies of the Tenant, immediately terminate this Business Lease.

3.Any amounts payable by Owner to Tenant pursuant to this paragraph shall be paid within 10 days after written demand therefor.

26. SURRENDER OF PREMISES. Tenant covenants and agrees that on the last date of this Business Lease or any renewal or extension hereof, it will quietly and peaceably leave and surrender the Lease Premises to Owner in as good condition as when received, ordinary wear and tear, repairs and replacements required to be made by Owner or alterations, additions and improvements excepted.

27.TAXES AND ASSESSMENTS. Owner shall pay all Real Estate Taxes levied on the Lease Premises during the term of the Lease. The Tenant will promptly pay as the same become due and payable, and will not allow the same to become delinquent, any and all assessments of any taxing entity assessed against the Lease Premises or any use of the Lease Premises, as follows:

1.The Tenant shall pay all personal property taxes levied on the personal property located upon the Leased Premises during the term of the Lease.

28. DESTRUCTION OF PREMISES. In the event that the Lease Premises or any part thereof shall be damaged as a result of fire, destruction, or other casualty or peril, the Owner shall have the exclusive right to terminate this Business Lease or to repair and replace the Lease Premises in as good a condition as it was prior to such damage. Such election shall be made by the Owner giving written notice to the Tenant within 20 days from the date of such damage. If an election is made to terminate this Business Lease, the Tenant shall immediately surrender the Lease Premises to Owner and shall pay the rental payments only to the date of the surrender of possession. If an election is made to repair the Lease Premises, the same shall be done within a reasonable period and during such period, the rental payments shall be reduced and adjusted to an amount that represents the fair and reasonable rental payment, as agreed by the parties, and as determined by the nature of the damages sustained to the Lease Premises and the extent the Tenant is deprived of the use of the Lease Premises, unless the damages are due to the negligence of the Tenant or its employees and agents, in which event there shall be no reduction or adjustment in the rental payments. In no event shall the reasonable period to make such repairs exceed six months in duration. The Tenant shall have the absolute right to terminate this Business Lease in the event of any damage to the Lease Premises that makes the same untenable for a period of time longer than six months. In such event, Tenant shall give the Owner written notice of its option to terminate this Business Lease within 20

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days after such damage or destruction.

29. CONTINUANCE OF LEASE. If, after the expiration of this Business Lease the Tenant shall remain in possession of the Lease Premises and continues to pay rent without written agreement as to such tenancy, then the Tenant shall be deemed as a tenant from month to month at the rental payment in effect on the last month of this Business Lease. Such month to month tenancy shall not be deemed to extend the term or renew this Business Lease and the month to month tenancy may be terminated by either party giving written notice to the other of the termination at least 10 days prior to the commencement of the next month to month tenancy.

30. TENANT'S PROPERTY. All trade or business furniture and fixtures which may be placed in or upon the Lease Premises by the Tenant are to remain its sole and separate property and Tenant shall have the right to remove the same upon the termination of this Business Lease, or any extension hereof. Said right of removal shall be subject to the following express conditions:

1. Tenant shall not then be in default in the performance of any of the terms and conditions of this Business Lease.

2. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the Building, unless the damage caused by such removal is repaired and the property restored in the same condition as it was prior to the installation thereof.

31. PARKING AREAS. It is understood and agreed that the Lease Premises do not include any designated parking area or parking spaces for the use of Tenant, its employees, business invitees or patrons. The parking area located at the rear of the Building (on the east side) is for Owner's exclusive use and enjoyment. Tenant, its employees, business invitees, and patrons may use any available parking spaces located in front of the Building (on the west side) or on the street.

32. CONDEMNATION. If all or any substantial portion of the Building shall be taken in condemnation or under a right of eminent domain, or be the subject of any proceedings for any such condemnation or right of eminent domain, the Tenant may, at its option, elect to terminate this Business Lease in its entirety by giving written notice to Owner, in which event this Business Lease shall terminate 20 days after the date of receipt of such notice by Owner. For the purposes of this paragraph, a "substantial portion" of the Lease Premises shall be deemed to include the taking of such portion of the Lease Premises that the Lease Premises have a net reduction of gross floor area of more than ten percent. In the event of any condemnation or eminent domain proceedings, the Tenant shall have the separate right to submit a proof of claim

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Gunnison, CO 81230

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37. JURISDICTION AND VENUE. This Business Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Business Lease shall be in the District Court of Gunnison County, Colorado.

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38. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Business Lease as to the enforcement, interpretation or construction of this Business Lease, or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

39. INTEREST AND LATE CHARGES. Tenant covenants and agrees that all sums to be paid under this Lease ("Payment Obligation"), if not paid when due, regardless of whether Owner provides Tenant any notice of such delinquent payment, shall bear interest at the rate of 3.0% per month from the date due until the date that the same is paid in full. In addition, if Tenant fails to pay any Payment Obligation on or before its due date, and to cure such failure within 10 days after written notice by the Owner, Owner will impose a late charge in the amount of ten percent (10%) of the sum due, which late charge is immediately due upon the expiration of said ten day period, and which shall bear interest retroactively from the due date of the Payment Obligation until it is paid in full. The purpose of this late charge is to defray the expense incident to the handling of delinquent payments. The ten day period referenced herein is not a grace period; any payment not received when due is in default.

40. BINDING AGREEMENT. It is understood and agreed that this Business Lease shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Business Lease is executed the day first above written.

OWNER

CHRISTIAN M. GREEN

By: Christian Green
Christian Green, Manager

Date: MARCH 29, 2024

TENANT

PLC-CO Assets, LLC d/b/a DS DF
Gunnison Funeral Services

DocuSigned by:
Daren Forbes
B5400DCFEED444D...

~~Gunnison Funeral Services~~
Daren Forbes, RVP-West

Date: 5/31/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Cont

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County, Jviation, United Companies

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

Summary:

Change Order No. 1 for the GA ramp project. Due to the bridge issue a change order has been requested to provide 10 extra days for United Companies at no extra cost. It also provides 10 extra days management fees for Jviation and Yeh Assoc. The FAA has reviewed and approved the

Fiscal Impact: Additional $49,931.28 for engineering and quality testing

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/4/2024

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

Comments:
Legally sufficient. SO 6/3/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/3/2024 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/4/2024

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

Agenda Date: 6/18/2024

Revised April 2015

AIRPORT: Gunnison-Crested Butte Regional Airport

CHANGE ORDER NO. 01

AIP/PROJ. NO.: 3-08-0030-063-2023 & 064-2024

PROJECT NAME: General Aviation Ramp Reconstruction - Construction (Schedule I Only)

DATE: May 2, 2024

JVIATION
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)					
Construction Manager II	96 hrs.	x	$ 50.00 /hr	= $	4,800.00
SUBTOTAL	**96** hrs.		**SUBTOTAL**	**$**	**4,800.00**
Direct Labor Cost				= $	4,800.00
Overhead (% of Direct Labor Cost)			207.46%	= $	9,958.08
Total Labor Cost				= $	14,758.08
Fixed Fee				= $	3,000.00
			SUBTOTAL PHASE LABOR	**$**	**17,758.08**
Reimbursables					
Auto Rental	8 Day	x	$ 85.00 /Day=	$	680.00
Mileage	640 Mi	x	$ 0.655 /Mi=	$	419.20
Lodging + Tax & Fees	10 Day	x	$ 170.00 /Day=	$	1,700.00
Per Diem	10 Day	x	$ 74.00 /Day=	$	740.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**3,539.20**
			PHASE SUBTOTAL	**$**	**21,297.28**

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY		
		Construction Manager II		Phase Item Costs
4.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**			
	Estimated Calendar Days from Scope of Work	10		
	Estimated Working Days/Week from Scope of Work	6		
	Total Days Scoped for Resident Engineering	8		
	Estimated Hours/Day from Scope of Work	12		
4.01	Provide Resident Engineering	96		$ 4,800.00
	TOTALS	**96**	**0**	$ 4,800.00

	Contract Hours		Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)						
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	96		$ 14,758.08	$ 3,000.00	$ 3,539.20	$ 21,297.28
	96	**SUBTOTAL**	**$ 14,758.08**	**$ 3,000.00**	**$ 3,539.20**	**$ 21,297.28**
SUBCONSULTANT 1						
Quality Assurance Testing - Yeh & Associates (10 Additional Days)						$ 15,210.00
Quality Assurance Testing - Yeh & Associates (Additional Mobilization Costs)						$ 13,424.00
					SUBTOTAL	**$ 28,634.00**
TOTAL						**$ 49,931.28**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

588 North Commercial Drive
Grand Junction, CO 81505
(970) 242-5125
www.yeh-eng.com

May 1, 2024

Proposal No. 223-162R3

Mr. Jesse Erickson
Jviation, Inc.
720 South Colorado Boulevard, Suite 1200-S
Glendale, Colorado 80246
Jesse.Erickson@woolpert.com

Subject: **Revised Proposal for Quality Assurance Materials Testing Services for the Gunnison-Crested Butte Regional Airport, Colorado. Project AIP 3-08-0030-063-2023 Schedule I: Reconstruct Ramp and Drainage. Includes extra day and mobilization/travel costs.**

Dear Mr. Erickson,

This letter presents Yeh and Associates, Inc. proposed scope of work, initial estimated cost for services, and general conditions for providing quality assurance materials testing services for the above listed improvements at the Gunnison-Crested Butte Regional Airport, Gunnison, Colorado.

Project Description: We understand that this project will award one schedule: Schedule I – Reconstruct Ramp and Install Drainage. We understand construction materials to be tested will include: subgrade improvements (P-152a), Crushed aggregate base course (P-209), Asphalt Mixture Base Course (P-403a), Bituminous Paving Course (P-401a), and P-610 concrete for minor structures. Construction is estimated for the late spring/early summer season in 2024.

Knowledge and Experience of Staff Dedicated to the Gunnison-Crested Butte regional Airport Project: Yeh and Associates is a full-service geotechnical consulting firm comprised of highly qualified engineers, scientists, and field technicians with a wide range of experience including FAA projects throughout Colorado and Utah. Laboratory work for the Gunnison-Crested Butte Regional Airport will be overseen by Construction/Laboratory Manager Marisa Connors and Project Engineer Kevin Dye (P.E. Colorado). Our Grand Junction laboratory is accredited for all required ASTM methods through the AASHTO Accreditation Program (AAP). On-site testing will be performed in our mobile remote laboratory which is based out of our Grand Junction Office and will have an extension of the accreditation for this project. Personnel provided by Yeh and Associates for the proposed services will be qualified and properly authorized for work at the airport.

Scope of Work: Based on our understanding of the project, technician duties may include site improvement observation and testing, recommending acceptance or rejection of sources of material based on project specifications, with field and laboratory testing as required under frequencies provided, project specifications, and our experience with similar projects for P-152(a), P-209, P-401, P-403 and P-610 for incidental structures. We understand that a total of 28 calendar days have been

allotted for this construction project. Night shifts are not anticipated. We understand 6 days a week may be requested during some portions of construction. We anticipate two technicians will be necessary during portions of construction, such as during paving operations, to facilitate accelerated test results.

Services have been estimated based on e-mail, personal correspondence, and our experience with similar projects. This proposal estimates time required based on the plan and special provision documents provided and as per Federal Aviation Administration (FAA) Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports*, dated December 21, 2018.

Specific testing may include:

1. P-152a/b Excavation, Subgrade, Embankment, and Soft Spot Repair. Testing will consist of Proctor and classification of material for nuclear density values for relative compaction determination. Densities will be taken as per project specials or a minimum of 1 density test per 1,000 yd^3 on lower lifts and 1 density test per 1,000 yd^2 on the top lift or as directed by the RPR. We understand up to 12 inches of native material below pavement areas are to be removed, moisture conditioned and replaced at 95 or 100 percent of maximum *standard* Proctor effort (ASTM D698) in accordance with soil classification and location.
2. P-209a Crushed Aggregate Base Course testing will consist of a Proctor and classification of the material for nuclear density values for relative compaction determination. Densities will be taken as per project specials or a minimum of 1 density test per 1,200 yd^2 placed or as directed by the RPR. Mechanical or chemical stabilization is not anticipated. We understand FDR material is to be processed and replaced at 100 percent of maximum *modified* Proctor effort (ASTM C1557). Additional gradation testing can be performed if requested.
3. P-401/P-403 Hot Mix Asphalt (HMA) will be tested in accordance with project FAA standards for quality assurance every 400-600 tons. Testing is to include percent air voids per ASTM D3203 utilizing Marshal sample preparation per ASTM D6926 and the theoretical maximum specific gravity per ASTM D2041. The percent compaction of both the mat and joint density will be tested per ASTM D2726 utilizing cores sampled by the Contractor or the Contractor's QC. All required test results will be provided for acceptance the morning after sample acquisition and prior to the next day of paving. A second technician will be required on paving days for accelerated testing and reporting.
4. P-610 testing may include cabling, tie downs, ducts, splice bases, and lighted signs and is considered an incidental item. Material testing would include air test (ASTM C231), unit weight (ASTM C138), slump (ASTM C143), and temperature (ASTM C1064) along with constructing compressive strength cylinders (ASTM C39) for strength verification for each structure or each day's pour. After an initial cure time on site, cylinders will be transported to our AAP accredited laboratory in Grand Junction, Colorado, for final curing and testing.

All materials incorporated in the work will be documented according to the project specifications. Records of all inspections and tests will be furnished to the Project RPR.

Proposed Costs: A technician will be available for any requested work during the project. Quality assurance testing is broken into costs for schedule . Paving costs are anticipated to consist of one control strip and subsequent. If additional control strips or paving days occur due to failing results, additional costs may be incurred. Concrete testing may be requested and is anticipated to occur concurrent with other construction. We are providing a cost estimate based on 10 hours per day of a technician's time to perform anticipated requested field services during construction including construction observations and field testing of all required materials used on site. Depending on the project demands, we anticipate staff will stay in Gunnison, Colorado with periodic trips back to Grand Junction throughout construction. The lodging rates of $147/day and $74/day per-diem were used for our estimate below. Quality Assurance HMA testing will include HMA bulk specific gravity on mat and joint cores and Marshall air voids analysis (3 specimens per test) for the estimated quantities provided. A second technician will be provided during the days of paving. Soil lab testing will be performed and invoiced under a technician's time at the estimated rate provided. An on-site AAP accredited laboratory will be provided for all anticipated laboratory testing. We anticipate project management visits may be requested for poor subgrade evaluation and during initial paving. We have included time for project management to review field and laboratory test results.

We estimate the following approximate costs for the project broken down by schedule:

Gunnison-Crested Butte Airport, Schedule I Only: Apron Reconstruction Project

Preconstruction Meeting (Round-Trip Travel and Meeting hours)	$ 2,240
Preconstruction Meeting Mileage (1 trip @ 260 miles/trip @ $0.70/mile)	$ 182
On-Site Laboratory ($3,500/month for 1 months)	$ 3,500
Laboratory Mobilization ($2,000 each mobilization, demobilization)	$ 4,000
Laboratory Calibration and Accreditation (includes manager site visit)	$ 10,550
Field Technician II (28 days @ 10 hours/day @ $95/hour)	$ 26,600
Paving Support Technician, (6 days@10 hrs/day@$110/hour)	$ 6,600
P-401/P-403 Lab Testing (15 sub-lots production, 3 sub-lots control strip, ($450 per sublot) X 15)	$ 8,100
Vehicle Mileage (8 round-trips plus on-site mileage@ $0.70/mile)	$ 2,100
Lead Tech Lodging and Per Diem ($221/day @ 28 total days)	$ 6,188
Paving Support/Management Lodging and Per Diem ($221/day @ 6 days)	$ 1,326
Project Management/Engineering Support/Badging	$ 5,840

Total for Schedule I: $77,226.00

Extended Costs for Schedule Addition

On-Site Laboratory ($3,500/month for 1 additional month)	$ 3,500
Field Technician II (10 extra days @ 10 hours/day @ $95/hour)	$ 9,500
Lead Tech Lodging and Per Diem ($221/day @ 10 total days)	$ 2,210

Total additional cost for Extra Project Time: $15,210.00

Extended Costs for Related to US 50 Closure

Laboratory Mobilization (Additional $3,200 each mobilization, demobilization)	$ 6,400
Field Technician II (Extra Travel Time for closure to/from GJ @ $95/hour)	$ 4,560
Increased Vehicle Mileage for travel@ $0.70/mile)	$ 2,464

Total additional cost for Closure: $13,424.00

The above scope of work and estimated costs are based on our understanding of the project requirements and proposed schedule provided to us at this time. Since the work and cost required to perform materials testing and construction observation may vary depending upon the project construction schedule, Jviation will be invoiced on a time and materials basis for field and testing services provided with a not to exceed budget as noted above. If the contractor's schedule exceeds the proposed schedule or the sequencing of work varies significantly, additional field and testing services may be required. Additional field and testing services can be provided at the rates shown on the attached 2024 Standard Fee Schedule.

If you have any questions regarding our proposed services described herein, please don't hesitate to contact us. We appreciate the opportunity to continue working with you at the Gunnison-Crested Butte Regional Airport.

Sincerely,

YEH AND ASSOCIATES, INC.

Marisa Connors
Construction Manager

Attachments: Fee Schedule
General Conditions

Client agrees to the Scope of Work described in this Proposal and Cost Estimate and the General Conditions in accordance with our MSA agreement with Jviation Consultants.

By: _____ Title: County Manager
(signed)

Matthew Birnie Date: 6/4/24
(printed)

CONTRACT CHANGE ORDER NO. 01

AIRPORT Gunnison-Crested Butte Regional Airport **DATE** 4/30/2024

LOCATION Gunnison, CO **AIP PROJECT NO.** 3-08-0030-063-2024/ 064-2024

CONTRACTOR Oldcastle SW Group, Inc. dba United Companies

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
This Change Order Total			**$0.00**		
Previous Change Order(s) Total			**$0.00**		
Original Contract Total			**$3,013,140.50**		
Revised Contract Total			**$3,013,140.50**		

The time provided for completion in the contract is **increased by 10 calendar days** for a new total of 38 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawings No. **GS002, GS003** dated **4/25/2024**, copies attached.

Recommended by:

Engineer — Date

Approved by:

Owner — 6/4/24 — Date

Accepted by:

Contractor — Date

Concurred by:

State Aeronautics (if applicable) — Date

Approved by:

Federal Aviation Administration — Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-08-0030-063-2024/064-2024 **CHANGE ORDER NO.** 01

AIRPORT Gunnison-Crested Butte Regional Airport **LOCATION** Gunnison, CO

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

   The overall project schedule has been expanded from 28 calendar days to 38 calendar days.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

   Construction schedule has been impacted by a closure of a bridge on a critical highway west of Gunnison. The bridge is on US Highway 50 between Grand Junction (United's main site) and Gunnison. The complete, indefinite shutdown of the bridge on April 18 has created significant issues trying to mobilize equipment to the project site. The alternate route is over 3 times longer. Additionally United's workforce commutes along this route, creating logistical issues. By extending the schedule we provide United flexibility to deal with this unforeseen situation.

3. Justifications for unit prices or total cost.

   There are no cost impacts to United's contract.

   Additional costs for On-Site and QA Testing Support have been estimated and are attached to this document.

4. The sponsor's share of this cost is available from:

   Local funds.

5. If this is a supplemental agreement involving more than $2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒.

6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.

7. Will this change affect the insurance coverage? Yes ☐ No ☒.

8. If yes, will the policies be extended? Yes ☐ No ☒.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes ☒ No ☐ When **April 25, 2024** With Whom **Paulette Lugo**

Comment _____

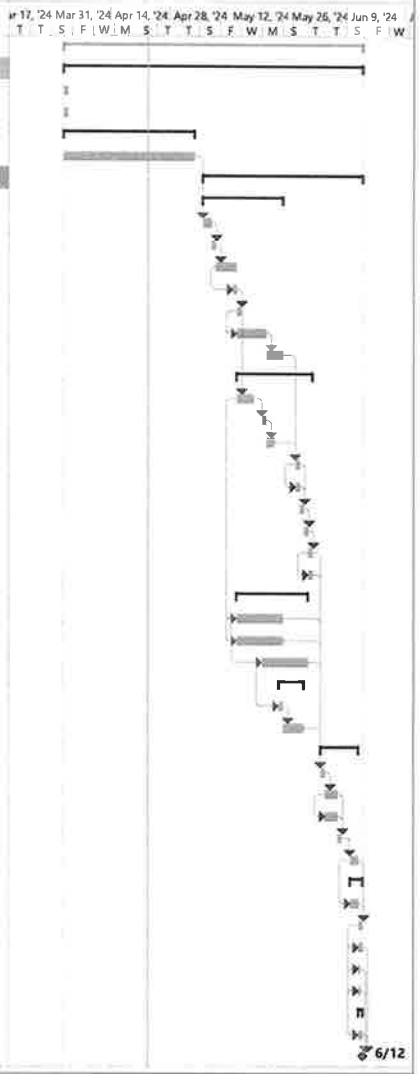
Submit 4 copies to the FAA

CDAG Project No. 23-GUC-01
Schedule I

Gunnison-Crested Butte Regional Airport
Reconstruct Ramp and Install Drainage
Baseline Rev01 - Delayed Start
This Schedule is Contingent on Favorable Subgrade Conditions

United Companies
04/23/2024

ID	Bid Item	Task Name	Duration	Total Slack	Start	Finish	Task Calendar	Predecessors	Successors
0		**Baseline Rev01 - Delayed Start**	**50 days**	**0 days**	**Wed 4/3/24**	**Wed 6/12/24**	**None**		
1		**Schedule 1 - Reconstruct Ramp and Install Drainage**	**50 days**	**0 days**	**Wed 4/3/24**	**Wed 6/12/24**	**Standard**		
2		Notice of Award (TBD)	1 day	49 days	Wed 4/3/24	Wed 4/3/24	Standard		
3		Notice to Proceed (TBD)	1 day	49 days	Wed 4/3/24	Wed 4/3/24	Standard		
4		**Mobilization**	**23 days**	**0 days**	**Wed 4/3/24**	**Fri 5/3/24**	**Standard**		
5	C-150a	Mobilization - Schedule 1 (28 Days)	31 days	2 days	Wed 4/3/24	Fri 5/3/24	Calendar Day		8
6		**Work Time Duration (28 Calendar Day)**	**38 days**	**0 days**	**Mon 5/6/24**	**Wed 6/12/24**	**Calendar Day**		
7		**Earthwork and Removals**	**15 days**	**0 days**	**Mon 5/6/24**	**Fri 5/24/24**	**Standard**		
8		Set up/Haul Road	2 days	0 days	Mon 5/6/24	Tue 5/7/24	Standard	5	9
9	P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint)	1 day	0 days	Wed 5/8/24	Wed 5/8/24	Standard	8	10
10	P-101a	Pavement Removal - Full Depth	3 days	0 days	Thu 5/9/24	Mon 5/13/24	Standard	9	11SS+2 days
11	P-101h	Pavement Marking Obliteration	1 day	0 days	Mon 5/13/24	Mon 5/13/24	Standard	10SS+2 days	12,16
12	P-101j	Remove Underdrain Pipe	1 day	0 days	Tue 5/14/24	Tue 5/14/24	Standard	11	13SS
13	P-152a	Unclassified Excavation	5 days	0 days	Tue 5/14/24	Mon 5/20/24	Standard	12SS	14
14	P-152b	Subgrade Preparation (12-inch)	4 days	0 days	Tue 5/21/24	Fri 5/24/24	Standard	13	19
15		**Storm Sewer**	**13 days**	**0 days**	**Tue 5/14/24**	**Fri 5/31/24**	**Standard**		
16	D-701a	Install 30-Inch RCP, Class V	4 days	1 day	Tue 5/14/24	Fri 5/17/24	Standard	11	17,26SS
17	D-701b	Connect Storm Pipe To Exising Storm Inlet Structure, Complete	1 day	2 days	Mon 5/20/24	Mon 5/20/24	Standard	16	18
18	D-705a	Install 6-Inch Perforated Polyethylene Pipe Underdrain, Complete	2 days	2 days	Tue 5/21/24	Wed 5/22/24	Standard	17	19
19	D-705b	Install 6-Inch Non-Perforated Polyethylene Pipe Underdrain, Complete	1 day	0 days	Tue 5/28/24	Tue 5/28/24	Standard	18,14	20SS,21
20	D-751a	Install Storm Inlet - Type I	1 day	0 days	Tue 5/28/24	Tue 5/28/24	Standard	19SS	21
21	D-751b	Install Underdrain Cleanout, Complete	1 day	0 days	Wed 5/29/24	Wed 5/29/24	Standard	19,20	22
22	D-751c	Install Underdrain Inspection Pit, Complete	1 day	0 days	Thu 5/30/24	Thu 5/30/24	Standard	21	23
23	D-751d	Connect Underdrain Pipe To Storm Inlet Structure, Complete	1 day	0 days	Fri 5/31/24	Fri 5/31/24	Standard	22	24SS,33
24	D-751e	Connect Underdrain Pipe To Storm Drainline, Complete	1 day	0 days	Fri 5/31/24	Fri 5/31/24	Standard	23SS	33
25		**Aggregate Base Course**	**12 days**	**1 day**	**Tue 5/14/24**	**Thu 5/30/24**	**Standard**		
26	P-154a	Subbase Course (9.5-Inch)	9 days	1 day	Tue 5/14/24	Fri 5/24/24	Standard	16SS	27SS,28SS+4 days,33
27	P-154b	Separation Geotextile Fabric	9 days	1 day	Tue 5/14/24	Fri 5/24/24	Standard	26SS	28SS+4 days,33
28	P-209a	Crushed Aggregate Base Course	8 days	1 day	Mon 5/20/24	Thu 5/30/24	Standard	27SS+4 days,26SS+4 days	30SS+4 days,33
29		**Concrete**	**3 days**	**1 day**	**Fri 5/24/24**	**Wed 5/29/24**	**Standard**		
30	P-610a	Install 4-Foot Concrete Trickle Channel	1 day	1 day	Fri 5/24/24	Fri 5/24/24	Standard	28SS+4 days	31
31		Cure Time	5 days	4 days	Sat 5/25/24	Wed 5/29/24	Calendar Day	30	33
32		**Asphalt Paving**	**7 days**	**0 days**	**Mon 6/3/24**	**Tue 6/11/24**	**Standard**		
33	P-401b	Bituminous Paving Base Course (PG 58-34) - Test Strip	1 day	0 days	Mon 6/3/24	Mon 6/3/24	Standard	31,26,27,28,24,23	34
34	P-401b	Bituminous Paving Base Course (PG 58-34) - Paving	3 days	0 days	Tue 6/4/24	Thu 6/6/24	Standard	33	35SS,36
35	P-603a	Bituminous Tack Coat	3 days	0 days	Tue 6/4/24	Thu 6/6/24	Standard	34SS	36
36	P-401a	Bituminous Paving Surface Course (PG 76-34) - Test Strip	1 day	0 days	Fri 6/7/24	Fri 6/7/24	Standard	35,34	37
37	P-401a	Bituminous Paving Surface Course (PG 76-34) - Paving	2 days	0 days	Mon 6/10/24	Tue 6/11/24	Standard	36	40,39SS
38		**Pavement Markings and Markers**	**3 days**	**0 days**	**Mon 6/10/24**	**Wed 6/12/24**	**Standard**		
39	P-620a	Temporary Pavement Markings	2 days	0 days	Mon 6/10/24	Tue 6/11/24	Standard	37SS	40
40	P-620b	Permanent Pavement Markings	1 day	0 days	Wed 6/12/24	Wed 6/12/24	Standard	39,37	41SS,42SS
41	P-620c	Install Surface Painted Hold Sign	1 day	0 days	Wed 6/12/24	Wed 6/12/24	Standard	40SS	46
42	L-125a	Install Stake Mounted Retroreflective Marker On Pavement, Complete	0.5 days	0 days	Wed 6/12/24	Wed 6/12/24	Standard	40SS	43SS,45SS,46
43	L-125b	Install Stake Mounted Retroreflective Marker In Turf, Complete	0.5 days	0 days	Wed 6/12/24	Wed 6/12/24	Standard	42SS	45SS,46
44		**Environmental Restoration**	**1 day**	**0 days**	**Wed 6/12/24**	**Wed 6/12/24**	**Standard**		
45	T-901a	Seeding With Hydromulch	1 day	0 days	Wed 6/12/24	Wed 6/12/24	Standard	42SS,43SS	46
46		Project Complete Milestone	0 days	0 days	Wed 6/12/24	Wed 6/12/24	Standard	45,41,42,43	

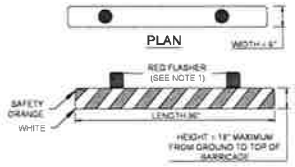




PHASING LEGEND

- CONTRACTOR HAUL ROUTE
- LIFE & SAFETY ROUTE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- TAXIWAY SAFETY AREA
- TAXIWAY OBJECT FREE AREA
- RUNWAY PROTECTION ZONE
- BUILDING RESTRICTION LINE
- NAVAID CRITICAL AREA
- ADA FENCE
- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 300 600 900
(IN FEET)



FLASHER BARRICADE NOTES

1. FLASHER BARRICADES WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES. CONTRACTOR SHALL ALSO PROVIDE SPARE BARRICADES, BATTERIES, AND LIGHT BULBS FOR MAINTENANCE DURING NIGHTTIME HOURS.
2. LOW-PROFILE BARRICADES TO BE PLACED AT 10' INTERVALS ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE ENGINEER AND AS SHOWN ON THE PHASING SHEETS.
3. BARRICADES ARE TO BE PLACED IN LOCATIONS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER THROUGHOUT ALL PHASES OF THE PROJECT. THE BARRICADE LOCATIONS PROVIDED ON THIS SHEET SHALL REMAIN THROUGHOUT CONSTRUCTION. ADDITIONAL BARRICADES WILL BE REQUIRED ACROSS PHASE SPECIFIC AREAS OF CLOSED PAVEMENT, AND ARE SHOWN ON PHASING SHEETS.
4. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP OFF GREATER THAN 3". AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION.
5. FLASHER BARRICADES ARE TO BE ADEQUATELY WEIGHTED SO THEY WILL REMAIN IN PLACE DURING TIMES OF HIGH WINDS OR AS APPROVED BY THE ENGINEER.

1 **FLASHER BARRICADE DETAIL**
NOT TO SCALE

PROJECT SCHEDULE - 38 CALENDAR DAYS

SCHEDULE / PHASE	DURATION
SCHEDULE I PHASE 1	38 CALENDAR DAYS
	42 CALENDAR DAYS
PHASE 1	CALENDAR DAYS
PHASE 3	7 CALENDAR DAYS
SCHEDULE III	42 CALENDAR DAYS
PHASE 1a	CALENDAR DAYS
	7 CALENDAR DAYS

0 20 40 60 80 100 120

N.I.C.

SAFETY & OBJECT FREE AREAS

RUNWAY 6/24	
RUNWAY SAFETY AREA (RSA)	250' FROM RW CENTERLINE
RUNWAY OBJECT FREE AREA (ROFA)	400' FROM RW CENTERLINE
TAXIWAYS	
TAXIWAY SAFETY AREA (TSA)	65.5' FROM TW CENTERLINE
TAXIWAY OBJECT FREE AREA (TOFA)	131.5' FROM TW CENTERLINE

C01

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
C01	TAR	12/12/23	UPDATED DAY COUNT

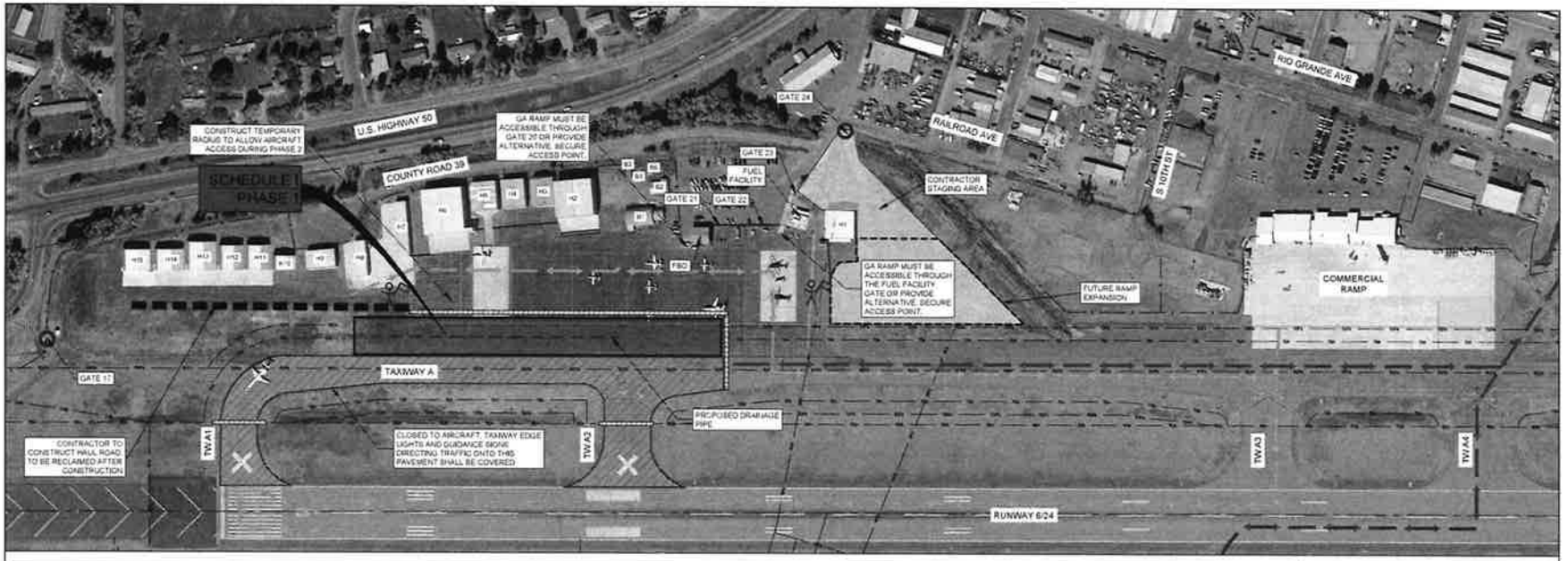
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON COLORADO

PROJECT NO	23-GUC-01
DATE ISSUED	12/12/23
DESIGNED BY	T.A.R.
DRAWN BY	R.L.B.
CHECKED BY	C.L.G.

SHEET NAME
CONSTRUCTION SAFETY OVERALL PLAN

SHEET NO.
GS002

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CONSTRUCTION PHASING NOTES

SCHEDULE I / PHASE 1

DURATION

36 CALENDAR DAYS

CQ1

SCHEDULE SHALL NOT BE CONCURRENT WITH ANY OTHER SCHEDULE

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS

- TAXIWAY A TO BE CLOSED JUST EAST OF TAXIWAY A2 TO TAXIWAY A1
- AIRCRAFT ARE REQUIRED TO BACK TAXI FROM TAXIWAY A3 TO RUNWAY 6

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

EARTHWORK & DRAINAGE
1. EXCAVATE TO SUBGRADE
2. INSTALL DRAINAGE IMPROVEMENTS
3. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

SITE RECLAMATION
1. SEEDING
2. REMOVE EROSION CONTROL (AFTER VEGETATION IS ESTABLISHED)

STORM INFRASTRUCTURE
1. TIE INTO EXISTING STRUCTURE
2. INSTALL 30-INCH RCP
3. INSTALL INLET

ELECTRICAL INFRASTRUCTURE
1. TAXIWAY EDGE LIGHT RELOCATION

NOTES

1. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) RESPONSE ROUTES SHALL REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL YIELD TO EMERGENCY RESPONSE TEAMS IN THE EVENT OF EMERGENCY.
2. BARRICADES AND CLOSURE 'X' S SHALL BE PLACED IN ACCORDANCE WITH THESE DRAWINGS AND THE CSPP.
3. WHEN POSSIBLE, THE CONTRACTOR IS TO KEEP CONSTRUCTION TRAFFIC OFF OF THE APRON PAVEMENTS.
4. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE GATE GUARDS ALONG CONSTRUCTION ACCESS AT AIRPORT PERIMETER GATE LOCATIONS WHEN GATES ARE LEFT OPEN. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
5. SHALL THE CONTRACTOR CHOOSE TO LEAVE THE PROJECT'S ACCESS GATE OPEN FOR CONSTRUCTION OPERATIONS, HE SHALL PROVIDE GATE GUARDS AT ANY TIME THE GATE IS LEFT IN THE OPEN POSITION. PRIOR APPROVAL FROM THE AIRPORT IS REQUIRED FOR LEAVING THE GATE OPEN.
6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. PRIOR TO OPENING TAXIWAY A, ALL EXCAVATIONS AND TRENCHES IN THE TAXIWAY SAFETY AREA SHALL BE BACKFILLED AND COMPACTED TO P-152 SPECIFICATIONS OR STEEL PLATED AS APPROVED BY THE ENGINEER. GRADING WITHIN THE SAFETY AREA SHALL CONFORM TO AC 150/5300-13B PARAGRAPH 313d (RSA) AND PARAGRAPH 418b(6) (TSA).
8. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS.
10. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
11. CONTRACTOR SHALL PARK ALL EQUIPMENT AND VEHICLES IN STAGING AREAS AT NIGHT AND DURING PERIODS WHEN NO CONSTRUCTION ACTIVITIES ARE TAKING PLACE. NO EQUIPMENT SHALL BE LEFT UNATTENDED WITHIN THE TOFA.
12. IF CONTRACTOR ELECTS TO ERECT AN ON-SITE BATCH PLANT, CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF BATCH PLANT, INCLUDING BUT NOT LIMITED TO FAA FAR FORM 7460.
13. BATCH PLANT SHALL BE BELOW THE PART 77 SURFACE OF ALL RUNWAYS. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.
14. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
15. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- TAXIWAY SAFETY AREA
- TAXIWAY OBJECT FREE AREA
- RUNWAY PROTECTION ZONE
- ADA FENCE
- FLASHER BARRICADE
- FLAGMAN / GATE GUARD
- CONTRACTOR GATE ACCESS
- TAXIWAY CLOSURE MARKER

GRAPHIC SCALE
0 150 300 450
(IN FEET)

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NO.	DATE	DESCRIPTION
1	12/12/23	BIDDING CONSTRUCTION
CQ1	6/20/24	UPDATED PER COMMENTS

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO	23-GUC-01
DATE ISSUED	12/12/23
DESIGNED BY	T.A.R.
DRAWN BY	R.L.B.
CHECKED BY	C.L.G.

SHEET NAME
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE I, PHASE 1

SHEET NO.
GS003

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Grou

Action Requested: County Manager Signature

Parties to the Agreement: Isabel Stone Company

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

Summary:

THis is the lease agreement for Isabel Stone Company to lease about 6 acres at the Gold Basin Industrial Park. They are proposing an active landscaping yard with work and storage with future plans for "maker spaces". All aspects have been reviewed and approved.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/4/2024

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

Comments:
Legally sufficient. SO 6/4/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/4/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/4/2024

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

Agenda Date: 6/18/2024

Revised April 2015

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter "Lease Agreement") is made and entered into on this 4th day of June, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Lessor"), and ***Isabel Stone Company*** whose address is: ***87 County Road 103 Carbondale, Colorado 81623*** (hereinafter "Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gold Basin Industrial Park (hereinafter the "Industrial Park") located in the County of Gunnison, State of Colorado and as identified on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor, certain land located at the Industrial Park;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee that portion of land identified as Leasehold No: 2 located at the Industrial Park and as more particularly described on Exhibit B attached hereto and incorporated herein (hereinafter the "Premises"). This Lease Agreement shall include ONLY the rights EXPRESSLY identified herein. In addition, Lessee shall be required to pay its share of the common expenses and entitled to use all common areas as identified on Exhibit A, attached hereto and incorporated herein, and as defined in the Gold Basin Industrial Park Special Area Regulations identified on Exhibit C, attached hereto and incorporated herein. The Premises and improvements shall be used and occupied by Lessee exclusively for the conduct of business. The improvements are identified on the site plan attached hereto and incorporated herein as Exhibit D.

2. Lease Term. The Lease, pursuant to this Lease Agreement, shall commence upon the date first set forth above. The Lease shall continue for 20 years (hereinafter the "Lease Term"), unless sooner terminated as provided herein, so long as the Lessee is in full compliance with the terms of this Lease Agreement, and the Lessor has determined in its reasonable discretion that the premises are, and have been, maintained in good repair and in compliance with conditions of the Gold Basin Industrial Park Special Area Regulations.

The Lessee may extend the term of this Lease one time for an additional twenty (20) year period ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall

constitute a month to month Lease (hereinafter the "Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Lease Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. In consideration of this lease agreement, Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the premises. Ground Rent shall be in the amount of **$3773** per acre per annum, payable in monthly installments. Payments shall be made by the end of the month following the then current month from invoice or other such notice from the County. Ground rent shall be due and payable, whether or not Lessee receives a bill. This ground rent requirement is not contingent upon receiving prior approval by the Gunnison County Community Development Department of Lessee's application of proposed building or structure (hereinafter the "Improvements" or roadway or utility line(s) (hereinafter the "Infrastructure") to be installed and/or constructed upon the Premises. Ground rent shall be adjusted from time to time by Resolution of the Board of County Commissioners. Ground rent shall be payable to Gunnison County and shall be delivered to the County's Finance Director at the Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, CO 81230, or other such address as the Lessor may designate in writing from time to time. Ground Rent shall be considered delinquent if not received by the end of the month following when the payment became due. Interest shall accrue on the delinquent payment at the rate of one percent (1%) per month on all material balances that are not reasonably disputed. Failure to timely pay the Ground Rent shall also be deemed a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease Agreement it may be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair related to development of the Industrial Park or other Lessor purposes which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Industrial Park. Lessee agrees that no liability shall attach to the Lessor, its commissioners, officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference with Lessee's use and enjoyment of the Premises.

5. Certain Obligations of Lessee.

(a) Approval of Plans. Lessee covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any building, structure, roadway, utility line, addition or improvement relative to the Leased Premises, including location of drainage, utilities and roadways, such plans, specifications and architectural renderings shall be submitted to the County Manager or authorized designee for approval. Lessee's plans shall be compliant with any and all applicable local, state and federal laws and regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and

Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in Exhibit C attached hereto and incorporated herein.

Lessee covenants and agrees that prior to the installation or construction of any Improvements or Infrastructure on the Premises, it shall first submit to the Lessor for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications.

(b) Construction of the Buildings, Structures or other Improvements. Lessee agrees to begin construction of Improvements and Infrastructure no later than 180 days after the necessary permits have been issued to Lessee and to complete the construction within 120 days after Lessee begins the construction and/or installation of Improvements and Infrastructure. In the event Lessee fails to begin and complete construction within the period specified above, the Lessor shall have the right to terminate this Lease Agreement pursuant to the provisions of paragraph 7.

The Improvements described in Exhibit D attached hereto and incorporated herein, will be built at Lessee's sole expense and in accordance with the specifications described in Exhibit D attached hereto and incorporated herein, and in compliance with any and all applicable local, state and federal laws and regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in Exhibit C attached hereto and incorporated herein. Any amendment to the construction specifications identified in Exhibit D shall require the prior written consent of Lessor which may be withheld in Lessor's reasonable discretion.

(c) Utilities. Lessee, with Lessor's consent, shall have the right to install underground utilities and related facilities to provide utility services to the site and shall have the right to access all utilities servicing the Industrial Park, at Lessee's sole cost, including connection fees. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of the Improvements that may be affected by such construction. The County Manager or authorized designee shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Industrial Park, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the County Manager or authorized designee, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Industrial Park operations. After construction, Lessee shall restore the construction site to its condition prior to construction excepting the Improvements. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible. Within 60 days of completion of construction, pavement or ground disturbed in the process shall be

returned to its original condition. Lessee shall be responsible for the cost of any and all utilities serving the Premises.

(d) Wastewater Treatment Requirements. Lessee shall comply with any and all necessary pretreatment wastewater requirements deemed necessary by the City of Gunnison which may be imposed pursuant to the Intergovernmental Agreement Concerning Wastewater Treatment for Gold Basin Industrial Park as identified in Exhibit E attached hereto and incorporated herein

(e) As-Built Drawings. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, Lessee shall present to the Lessor a complete set of reproducible drawings including, but not limited to, specifications and shop drawings of the Infrastructure and Improvements constructed on the Premises.

(f) Maintenance of Improvements and Premises. From and after the date construction is completed of the Improvements, Lessee shall maintain the Improvements and Premises, including the roof and structural components of the Improvements, at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Improvements and/or Premises prior to making application to and receiving approval from the County Manager or authorized designee. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Improvements and/or Premises required pursuant to this Lease Agreement within thirty (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor 125% of Lessor's actual costs and expenses incurred in connection therewith and if there is no prompt reimbursement by Lessee to Lessor, Lessor may have the option of acquiring a lien against Lessee's Improvements. Lessee shall follow and be in compliance with any and all applicable local, state and federal regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in Exhibit C attached hereto and incorporated herein. Lessee shall notify the Lessor of all construction, reconstruction, repair, or any work whatsoever related to the Improvements and/or Premises and the name of the contractors or subcontractors performing such work. The Lessee will be responsible for snowplowing the leasehold access off of Basin Park Drive and all internal snowplowing. All snow from inside the Premises boundary lines will be stored on the Premises. The Lessee will be responsible for watering all landscaping adjacent to its Premises. Lessee will be required to take necessary steps to protect air quality by minimizing dust created by its activities. Suitable steps include gravel with dust suppressant, paving, planting, etc. The Lessee must pay water and sewer tap fees based on the size of the water supply line to its Premises. The tap fee is not based on size required for fire suppression, but based on consumptive use.

(g) Use of Premises and Improvements. The Lessee shall use the Improvements and Premises exclusively for the activities as described in the attached Business Plan (Exhibit F). Lessee may NOT store personal vehicles or other miscellaneous personal items owned by the Lessee on the Premises. Lessee shall secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with the Lessee's business and use of the Premises. Additionally, Lessee shall have a fire extinguisher and any other necessary equipment in the Improvements and on the Premises at all times and in compliance with any and all local, state and federal laws, regulations and rules which may be applicable, including but not limited to life, fire and safety codes.

(h) Laws and Regulations. In using the Improvements and Premises, Lessee shall comply with any and all local, state and federal laws, regulations and rules which may be applicable, including but not limited to, life, fire and safety codes. Lessee shall also fully and promptly comply with the Gold Basin Industrial Park Special Area Regulations.

(i) Insurance for Improvements and Premises. Throughout the term of this Lease Agreement, Lessee shall maintain adequate property insurance covering the Improvements and Lessee's interest in the Premises and shall provide adequate insurance protection from fire and other casualties. Insurance shall be, at Lessee's sole cost, in the amount of the reasonably anticipated replacement costs of the Improvements and Premises. The Lessor shall be named as an additional insured under any insurance policy issued to Lessee. In the event of damage or destruction of the Improvements and/or Premises, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall Lessor be obligated to repair or replace the Improvements after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Improvements and Premises after damage or destruction unless the Lessor agrees otherwise.

(j) Ownership. Lessee shall own the Improvements, except as set forth in paragraph 8 herein. Lessor shall own the Premises and any and all infrastructure.

(k) Construction By Lessor. There are no Improvements or Infrastructure to be constructed by Lessor under this Lease Agreement. All construction will be performed by Lessee.

(l) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, material men's or similar liens with respect to Lessee's interest in the Improvements. If any such liens are asserted against Lessor's or Lessee's interest in the Improvements and/or Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security as reasonably determined by Lessor. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease Agreement. Any encumbrance of Lessee's interest in the Improvements permitted pursuant to this Lease Agreement shall expressly exclude any interest of Lessor in the Improvements.

(m) Taxes. The Lessee shall pay any and all real and personal property and other taxes that are assessed against the Improvements and/or Premises.

(n) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time to time, mortgage the Improvements so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease Agreement. Such right of Lessee to mortgage the Improvements to the Premises shall be a continuing right and shall not be deemed exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease Agreement, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not unreasonably withhold. No mortgage shall to any extent encumber all or any portion of Lessor's interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease Agreement or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Improvements to the Premises ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and providing thirty (30) days in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee begins the curative portion within said 30 days and diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to effect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease Agreement is terminated in accordance with this Lease Agreement or by provision of law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease Agreement by Lessor and Lessee shall be effective only if the same is approved in writing by any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 days of receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease Agreement.

(iii) New Lease. If Lessor terminates this Lease Agreement, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease Agreement, effective as of

the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such Leasehold Mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all delinquent sums unpaid which at such time would have been payable under this Lease Agreement but for such termination, and shall cure all defaults of Lessee under this Lease Agreement which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorneys' fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default and any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease Agreement to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease Agreement or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease Agreement.

(iv) Casualty. In case any mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Improvements, then the Leasehold Mortgagee is hereby authorized, at its sole expense, to repair or restore the Improvements or to replace the Improvements under the same terms and conditions of this Lease Agreement as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Improvements shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all of said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease Agreement.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Improvements or on the Premises without the prior written approval of the County Manager or authorized designee. However, it is recognized and understood that fuel contained in the fuel tanks of vehicles is permitted. Furthermore, it is

recognized and understood that propane properly contained in propane tanks is permitted, as long as Lessee complies with all applicable local, state and federal regulations. The parties understand that the County Manager or authorized designee is authorized by this provision to require use of safety containers, and to require that other safety measures are followed by Lessee as a condition of such approval. Written approval of the County Manager or authorized designee shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal conduct of business. Pursuant to paragraph 5(d) herein, Lessee shall comply with any and all necessary pretreatment wastewater requirements deemed necessary by the City of Gunnison.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Improvements and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. Furthermore, there shall be no dogs of any kind allowed in and around the Improvements and/or Premises.

(c) Lessee shall keep the Improvements and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the common grounds except in containers provided for trash by the Lessor.

(d) Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device, the use of which requires modification to the capacity of the existing electrical system, shall be required to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Improvements or pass any mechanism over the struts or braces therein without the prior written permission of the County Manager or authorized designee, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Lease Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Improvements occasioned by such use or conduct.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Improvements without the prior written permission of the County Manager or authorized designee, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) In utilizing the Improvements and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency. If there is a conflict between this Lease Agreement and any ordinance, resolution, rule or regulation, the more stringent shall control.

7. Termination. Either party shall have the right to terminate this Lease Agreement in its entirety if the other party breaches any provision of this Lease Agreement or fails to

perform any obligation hereunder and such breach or failure continues for a period of thirty (30) days after receipt of notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach within thirty (30) days of receiving notice, and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination. Notwithstanding the above, if Lessee does not receive approval by the Gunnison County Planning Department of Lessee's application for proposed Improvements and Infrastructure to be installed and/or constructed on the Premises, Lessee shall have the right to terminate this Lease Agreement.

8. Certain Rights and Obligations on Termination. Upon expiration or termination of this Lease Agreement, Lessor shall be deemed the owner of the Improvements and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease Term. Lessee shall remove those Improvements and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, which Lessor requires to be removed, by the end of the Lease Term. Lessee shall immediately repair any damage to the Improvements and Premises caused by such removal.

9. Inspection. Lessor's authorized representatives shall be allowed access to the Improvements and/or Premises at all reasonable times, for the purpose of examining and inspecting the Improvements and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Improvements (i.e. key, lock combination, etc.).

10. Ingress-Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Improvements or Premises, via the internal access road.

11. Assignment, Subletting, Change of Ownership.

(a) Lessee may, only upon prior written approval of the Lessor, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Lease Agreement if Lessee transfers its ownership in the Improvements to that same party.

(b) Lessee may sublease all of or a portion of its Improvements; provided, however, the Lessee shall be obligated to first notify the County Manager or authorized designee of any sublease and of the name of the sublessee. Failure to first notify the County Manager or authorized designee of all subleases, and the name(s) and contact information of the sublessee(s), shall constitute an event of default under this Lease Agreement. The parking of equipment not owned by or leased by Lessee within the Premises shall constitute a sublease. Any transferee, assignee, or sublessee shall be subject to and be bound by all the provisions of this Lease Agreement.

(c) The following events shall be referred to herein as a "Transfer" and require county approval: (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lease Agreement, or (v) the reorganization, liquidation or dissolution of the Lessee. The Lessor shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

12. Nondiscrimination. Lessee agrees that (1) no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, physical or mental handicap, sexual preference or national origin; (2) in constructing any improvements or furnishing services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color, physical or mental handicap, sexual preference or national origin; and (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to applicable regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Lease Agreement under the provisions of paragraph 7.

13. City of Gunnison Public Improvement Fee. Any and all retail sales which are taxable pursuant to Title 39, Article 26, Colorado Revised Statutes, conducted on the Premises shall be subject to and in compliance with the then existing and applicable agreement between the City of Gunnison and Gunnison County for the collection of Public Improvement Fees as identified in Exhibit G attached hereto and incorporated herein. Lessee shall provide Lessor with a monthly report, verified under penalty of perjury, of any and all retail sales conducted on the Premises along with payment of the requisite Public Improvement Fee in full by the 25th day of the following month. Lessor, upon receipt of Lessee's Public Improvement Fee payment, shall then forward Lessee's Public Improvement Fee payment to the City of Gunnison by the last day of the following month.

14. Hold Harmless Clause. Lessee shall defend, indemnify and hold harmless the Lessor, its officials, employees and agents from any claims whatsoever concerning the Improvements and/or Premises and for any liability for damages, injury or death which may arise from the direct or indirect operations of the Lessee, Lessee's contractors or subcontractors, which relate to the construction and/or installation of Improvements and Infrastructure and maintenance thereof and all facets of Lessee's business operation.

15. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval

to or of any subsequent similar or dissimilar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

16. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received:

(a) if personally received by the individual named below, or

(b) three days after being sent by certified mail, postage prepaid, addressed to:

Mary Bright
87 County Road 103
Carbondale, CO 81623

or to such other address as the Lessee may designate in writing from time to time.

17. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

18. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee or their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease Agreement.

19. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Lease Agreement, Lessee shall pay Lessor any and all fees, costs and expenses, including attorneys' fees incurred by Lessor to enforce or interpret this Lease Agreement.

20. Successors and Assigns. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

21. Miscellaneous. In this Lease Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This

Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Lease Agreement must be brought in Gunnison County, Colorado.

22. Authority. The undersigned, on behalf of the Lessee, warrants that he is authorized by the Lessee to enter into and be bound by this Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:
County Manager for the
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

GUNNISON COUNTY SEAL COLORADO

ATTEST

_____
Deputy County Clerk

LESSEE:

By: _____
_____

ATTEST:

By: _____
_____

EXHIBIT A
(Identification and Legal Description of Industrial Park)

EXHIBIT B
(Legal Description of Leased Parcel)

EXHIBIT C
(Gold Basin Industrial Park Special Area Regulations)

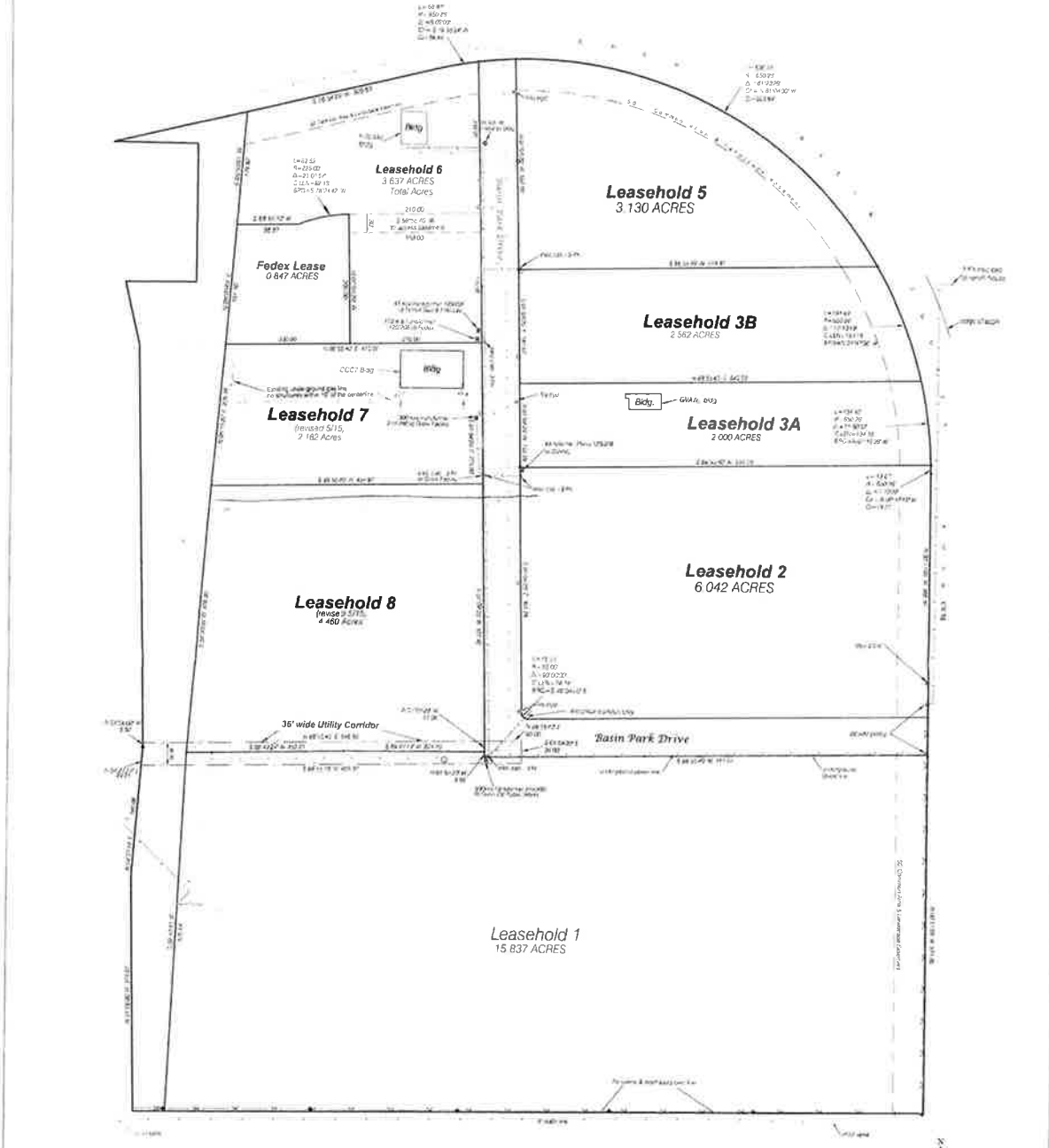
EXHIBIT D
(Lessee's Site Plan Identifying the Improvements to be Constructed)

EXHIBIT E
(Wastewater IGA w/City of Gunnison)

EXHIBIT F
(Business Plan)

EXHIBIT G
(Special Area Permit)

EXHIBIT H
(Design Review Committee Form)



LEGEND

General Notes:

1. The location of the boundary of the Gold Basin Industrial Park was established from a Plat of a survey by North Star Surveying dated in July of 2005 and recorded as Land Survey Plat number 486 in the records of Gunnison County. Monuments as described on said Plat were surveyed and used in and relied upon solely to establish the general boundary location of said Industrial Park.
2. This survey was done using RTK GPS receivers. The basis of bearing is rotated - 0° 00' 23" from Grid to NORTH to conform with found monuments as described on Land Survey Plat number 486.
3. Not all the utility locations were surveyed by Alpine Surveying, Inc. Some locations were provided by Jerry Greene Engineering.
4. 3" diameter aluminum caps are set at the corner of the Leaseholds.
5. Not all buildings or improvements located on the Leaseholds are shown on this Plat.

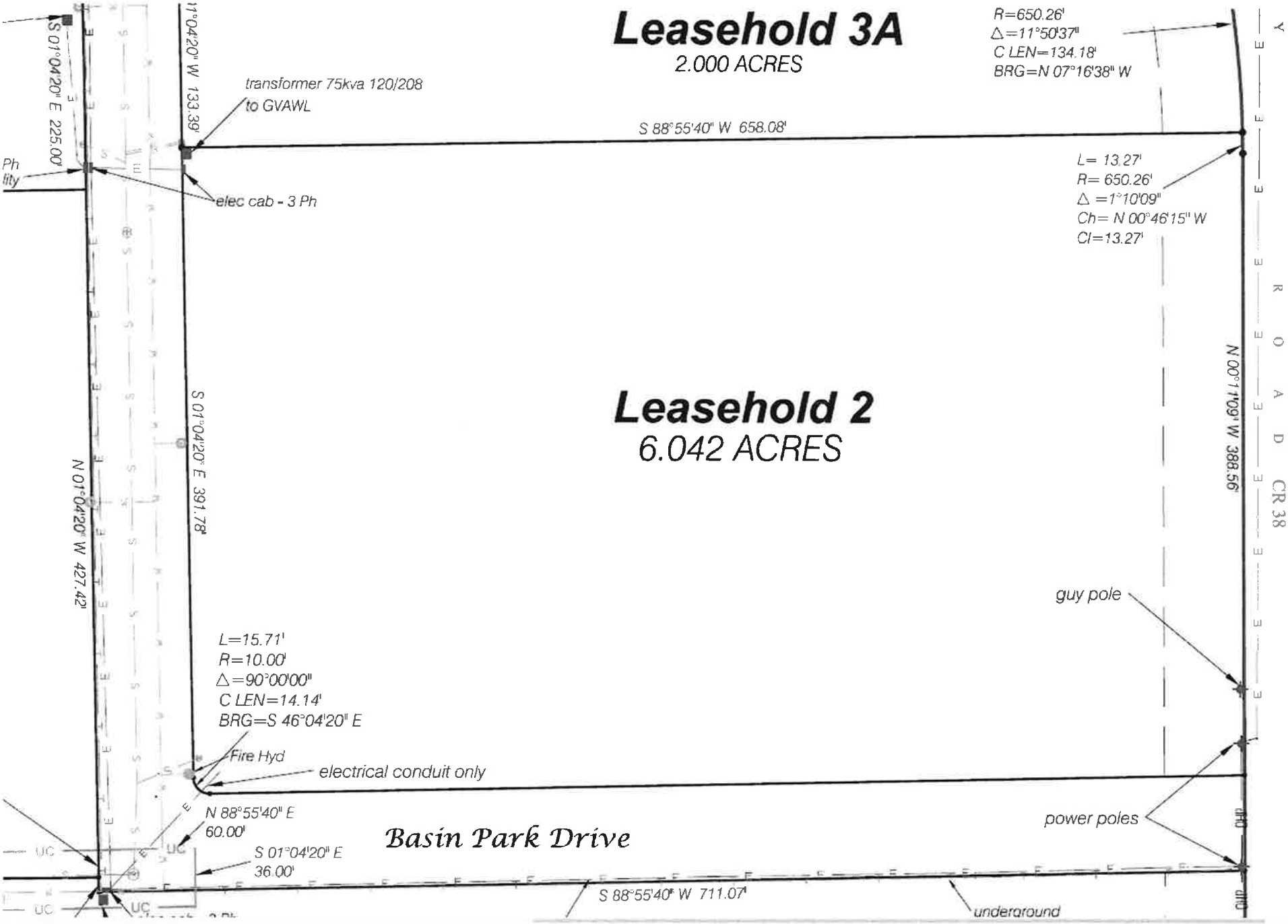
Surveyor's Certificate

I, George Hewin, a registered Professional Land Surveyor in the State of Colorado, do hereby certify to Gunnison County, that this survey and Plat of the Gold Basin Industrial Park was made by me and is true and correct to the best of my knowledge.

George Hewin, PLS # 23502
Alpine Surveying Inc.
PO Box 93
Gunnison, CO 81230
(970) 641-2937

Scale: 1" = 100'

DRAWN	DATE	
CK	6/27/16	
APPROVED	DATE	
SCALE 1" = 100'	SHEET 1 of 1	PROJECT NO 2806


Leasehold 3A
2.000 ACRES
R=650.26'
Δ=11°50'37"
C LEN=134.18'
BRG=N 07°16'38" W
transformer 75kva 120/208
to GVAWL
S 88°55'40" W 658.08'
S 01°04'20" E 225.00'
N 11°04'20" W 133.39'
Ph
lity
elec cab - 3 Ph
L= 13.27'
R= 650.26'
Δ =1°10'09"
Ch= N 00°46'15" W
Cl=13.27'
Leasehold 2
6.042 ACRES
S 01°04'20" E 391.78'
N 01°04'20" W 427.42'
N 00°11'09" W 388.56'
guy pole
L=15.71'
R=10.00'
Δ=90°00'00"
C LEN=14.14'
BRG=S 46°04'20" E
Fire Hyd
electrical conduit only
N 88°55'40" E
60.00'
power poles
Basin Park Drive
S 01°04'20" E
36.00'
S 88°55'40" W 711.07'
underground
UC
UC
UC
R O A D
CR 38

GOLD BASIN
INDUSTRIAL PARK
SPECIAL AREA REGULATIONS

Gunnison County
COLORADO

Adopted May 15, 2005

Amended June 10, 2008

Amended July 6, 2010

Amended July 1, 2014

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SECTION 1: PURPOSES.

The Gold Basin Industrial Park Special Area ("Gold Basin Industrial Park") is a discrete geographical area in which land development and land use is limited to specific commercial business and light industrial uses compatible with the Gunnison/Crested Butte Airport and its neighborhood. The general purpose of these *Regulations* is to create specialized land use regulations and design standards for light industrial and related business development on a Leasehold Area adjacent to the Gunnison/Crested Butte Regional Airport). These purposes serve as basic goals for these *Regulations* and the review of applications for Gold Basin Industrial Park Special Area Permits. When there is a conflict between a statement of purpose and an adopted standard in these *Regulations,* or when an adopted standard is more specific, the standard shall supersede these purposes. These *Regulations* shall be liberally construed to further the following purposes.

A. **TO SIMPLIFY THE REGULATORY REVIEW PROCESS.** To provide a simplified and expedited permit application review process for business, light industrial and commercial uses within the Gold Basin Industrial Park Special Area.

B. **TO AFFIRMATIVELY PROMOTE A COMPACT DEVELOPMENT PATTERN.** To affirmatively promote a compact development pattern that discourages sprawl, in which denser and more intense forms of development will occur contiguous to, or in close proximity to, existing population and development centers and public services, and in so doing, minimize the cost of providing governmental and other services.

C. **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 Gold Basin Industrial Park Special Area, to the environment, to public services and facilities, property and public safety, and land use within the Gold Basin Industrial Park Special Area and adjacent properties.

D. **TO PROTECT AND ENHANCE ECONOMY.** To protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with the *Gunnison County Land Use Resolution.*

E. **TO ENCOURAGE INNOVATIONS. To** encourage innovations in commercial and industrial land use, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.

F. **TO PROVIDE OPPORTUNITY FOR NEW AND EXISTING BUSINESSES.** To provide the opportunity for existing businesses to grow and new businesses to locate in close proximity to existing utilities and transportation routes.

G. **TO ENCOURAGE ECONOMIC DIVERSITY.** To 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.

H. **TO WORK COOPERATIVELY WITH THE CITY OF GUNNISON.** To encourage business, light industrial and commercial operations to be constructed and maintained in a manner that is compatible with the land use regulations and design requirements of the City of Gunnison.

SECTION 2: APPLICABILITY.

These *Regulations* shall apply to all development, including development of new uses, expansion of existing uses and change of the use of land or structures within the Gold Basin Industrial Park Special Area.

SECTION 3: RELATIONSHIP TO THE GUNNISON COUNTY LAND USE RESOLUTION.

A. **USES GENERALLY EXEMPT FROM LAND USE RESOLUTION**. Development within the Gold Basin Industrial Park Special Area shall be exempt from requirements of the *Gunnison County Land Use Resolution* unless otherwise specified in these *Regulations.*

B. DEFINITIONS. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution.*

C. CONSTRUCTION AND WORD USAGE. Construction and word usage shall be interpreted pursuant to the *Gunnison County Land Use Resolution.*

D. INTERPRETATIONS. The Gunnison County Community Development Director shall have authority to interpret these *Regulations,* and shall do so in the same manner provided pursuant to Section 1-114: *Interpretations*, of the *Gunnison County Land Use Resolution.*

E. ENFORCEMENT. Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution.*

SECTION 4: DEFINITIONS.

This Section defines words, terms, and phrases used specifically in these *Regulations.* Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*

ANIMAL SHELTER_means a facility designated or approved by Gunnison County for the purpose of impounding and housing and caring for homeless, lost or abandoned small animals, primarily dogs and cats.

BOARD means the Board of County Commissioners of the County of Gunnison, Colorado, duly authorized to act on behalf of Gunnison County, Colorado.

COMMERCIAL means any establishment engaged in the retail or wholesale of goods or services that is open to the general public or that may be open to members only. This does not include farm or ranch stands. "Commercial" also means "business."

COMMON AREA means all areas, tracts, and Leasehold Areas of land not designated as Leasehold Areas on any recorded plat map or survey of the Property, and shall specifically include all Streets, mini-parks, cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the Leasehold Areas and Gold Basin Road.

DESIGN REVIEW COMMITTEE ("DRC") means the committee established by these *Regulations* to review and act on plans for improvements on any Leasehold Area to ensure compliance with the Design Standards set forth in these *Regulations.* The Design Review Committee shall be composed of the Board and two Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area appointed by the Board, with each member of the Board and each Lessee entitled to one vote on matters coming before the Design Review Committee.

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA shall be synonymous with the term "Property," and shall mean all of the real property now or hereafter made subject to these *Regulations.*

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, manufacture of raw, semi-processed materials, manufactured goods, or any components thereof.

IMPROVEMENT OR IMPROVEMENTS means those buildings, outbuildings, roads, driveways, parking areas, fencing, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind whether above or below the land surface.

LEASEHOLD AREA means the beneficiary under, or holder of, a leasehold interest in a Leasehold Area or Improvements thereon, entitling that person or entity to occupy a Leasehold Area or said Improvements under a lease for a fixed term. Gunnison County shall not be considered a Lessee notwithstanding its occupancy of any Leasehold Area or Leasehold Areas.

MITIGATION means the following actions, prioritized in order of preference:

- **AVOIDING IMPACTS** Avoiding an impact by not taking a certain action or parts of an action; or

- **MINIMIZING IMPACTS** Limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- **RECTIFYING IMPACTS** Repairing, rehabilitating, or restoring the impact area, facility or service; or
- **REDUCING OR ELIMINATING IMPACTS** Reducing or eliminating the impact over time by preservation and maintenance operations; and
- **COMPENSATING FOR IMPACTS** Compensating for the impact by replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another or on the general public.

- **MIXED NUISANCE** is one that is both public and private in its effects.
- **PRIVATE NUISANCE** is a wrongful interference with a person's interest in the private use and enjoyment of land.
- **PUBLIC NUISANCE** includes "public nuisance" as defined in C.R.S. 16-13-301 et seq.

OCCUPANT means a Lessee, licensee of a Lessee, or any other person or entity other than a Lessee, in lawful possession of a Leasehold Area or any portion thereof.

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department.

PROPERTY shall be synonymous with Gold Basin Industrial Park Special Area, and shall mean all of the real property now or hereafter made subject to these *Regulations*.

RECLAMATION PERMIT means the Reclamation Permit issued and administered by the Gunnison County Public Works Department.

RECORD OR 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.

REGULATIONS means these *Gold Basin Industrial Park Special Area Regulations* (the "Regulations"), created to regulate the development and use of the Gold Basin Industrial Park Special Area in conjunction with the designation of the Gold Basin Industrial Park Special Area as a Special Area pursuant to the *Gunnison County Land Use Resolution*, as they may from time to time be amended or supplemented.

SIGN means 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 out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, 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 out-of-doors position, and any frame or support structure erected specifically to support a sign.

STREET means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

WEED MANAGEMENT PLAN means the Weed Management Plan issued and monitored by the Gunnison County Public Works Department.

SECTION 5: OPERATIONS AND USE.

A. PURPOSE. This Section describes the permitted and prohibited uses of Leasehold Areas in the Gold Basin Industrial Park Special Area, and how the permitted uses are required to be operated.

B. PERMITTED USES ON LEASEHOLD AREAS. Any Leasehold Area within the Gold Basin Industrial Park Special Area shall be used only for the following uses:

1. Wood processing and product manufacturing
2. Veneer, Plywood & Engineered Wood Product Manufacturing
3. Millwork
4. Sawmill
5. Glass and Glass Product Manufacturing
6. Ornamental and Architectural Metal Product Manufacturing
7. Furniture and Related Product Manufacturing
8. Wood Kitchen Cabinet and Countertop Manufacturing
9. Manufacture or assembly of products from the following previously prepared materials: electronic components, and wire, fiber, glass, leather, paper, plastics, textiles and wood
10. Sign-making and sign sale or/and repair shop
11. Upholstery Shop
12. Warehouse and truck terminal
13. Welding or machine shop
14. Wholesale businesses
15. Wood truss manufacture
16. Public Works Facility
17. Yards for stockpiling coal, sand, gravel and other materials
18. Hay cube manufacturing plant facility.
19. Animal shelter.
20. Marijuana cultivation, manufacturing and testing.

C. **PROHIBITED USES ON LEASEHOLD AREAS**. The following uses and operations are prohibited:

1. **NO USE IN VIOLATION OF GOVERNMENT REGULATION.** No Leasehold Area shall be used in violation of any applicable federal law or regulation, or regulation of the State of Colorado or Gunnison County.
2. **RESIDENTIAL OCCUPANCY.** The occupancy of a Leasehold Area for a residence as defined by the *Gunnison County Land Use Resolution,* except as may be permitted within a Lease Agreement with Gunnison County, and in compliance with requirements of the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
3. **MOBILE HOME OR RECREATIONAL VEHICLES.** Any mobile home or recreational vehicle park, or storage or residential use, including temporary, of any such vehicles.
4. **JUNK YARDS AND REFUSE DUMPS.** Use of a Leasehold Area as a junk yard, or for dumping, disposing, incinerating or reducing garbage or refuse of any nature.
5. **RAISING AND/OR SLAUGHTERING OF ANIMALS.** Use of a Leasehold Area for raising, storage, slaughter of animals, except that animals may be housed and cared for in an animal shelter as allowed by these *Regulations* and an applicable Lease agreement with Gunnison County.
6. **WATER WELLS, DRILLING, AND MINING OPERATIONS.** Any drilling for, excavation, refining and/or removal of oil, gas, hydrocarbon substance, water, geothermal steam and other subsurface substances, except as allowed by the U. S. Department of Energy and Colorado Department of Public Health and Environment to allow construction of structures for permitted industrial or commercial uses.

D. USE OF COMMON AREA. No structures or personal property shall be parked, stored or permitted on the Common Area. The DRC may adopt and amend reasonable rules of operation, consistent with these *Regulations* concerning use of the Common Area, which they shall make available to all Lessees and Occupants. All Lessees and Occupants, their invitees and licensees shall adhere to those rules of operation in their use of the Common Area.

E. NUISANCES. No noxious or offensive activity shall be conducted within the Gold Basin Industrial Park Special Area if that activity constitutes or may become a public nuisance. The use shall not operate during such hours or in manner that will create a public or private nuisance or unreasonably disturb adjacent property uses.

F. ACTIVITIES SHALL NOT INCREASE INSURANCE PREMIUMS. Except with the prior written consent of the Board, no Lessee or Occupant shall use a Leasehold Area or any portion of the Common Area in such a way that increases the cost of Gunnison County's insurance premium, or any other Lessee or Occupant, or that causes any such insurance to be canceled or threatened to be canceled.

G. CONDITION OF LOTS. The Lessee or Occupant of a Leasehold Area shall at all times keep their Leasehold Area and all the improvements on it in a safe and clean condition.

H. REFUSE COLLECTION AREAS. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Leasehold Area or the Common Area. Each Lessee or Occupant shall provide suitable receptacles for the temporary storage and collection of refuse. No fires for the burning of trash, leaves, clippings, or other debris or refuse, and trash from their Leasehold Area. Processed and unprocessed hay, timber, lumber, stone and other similar organic or inorganic materials or products utilized in connection with permitted uses of a Leasehold Area may be present on a Leasehold Area.

I. DISPOSAL OF PETROLEUM PRODUCTS AND SIMILAR WASTE MATERIALS. The disposal of petroleum and similar products shall comply with all applicable federal, state and County regulations.

J. EXCAVATION. No excavation of a Leasehold Area shall be made except in connection with the construction of approved structures and other improvements. Upon completion of construction, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to its original condition. No excavation shall occur before written approvals from the DRC and from the Colorado Department of Public Health and Environment. Monitoring and mitigation procedures as required by either or both of those entities shall be effected by the Lessee.

K. IRRIGATION. Water needed to irrigate a Leasehold Area shall be obtained solely from Gunnison County water lines. No water shall be drawn or pumped from any pond for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

L. NOISE. Every use in the Gold Basin Industrial Park Special Area shall be conducted to mitigate impacts caused by intermittence, frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the subject property boundary in excess of the db(A) established for time periods and uses listed in Appendix Table 3: *Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses* may be considered a public nuisance.

1. **NOISES SPECIFIC TO OPERATION OF AN ANIMAL SHELTER.** Any animal shelter located within the park shall be designed and located to mitigate the sounds of barking to residents of the neighborhood, and dogs shall be housed inside during evening and nighttime hours.

M. ODORS. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

N. USE OF SPECIAL AREA NAME. The name "Gold Basin Industrial Park Special Area" may not be used in the name of any business, industrial or commercial operation, or on any building in the Gold Basin Industrial Park Special Area, or in the name of any Lessee or Occupant, other than Gunnison County, except as may be approved by the Board.

SECTION 6: LEASE AGREEMENT AND PERMITS.

All Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area shall enter into a lease agreement with Gunnison County for use of a Leasehold Area, and obtain a Gold Basin Industrial Park Special Area Permit. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Leasehold Area by any Lessee or Occupant until final plans and specifications shall have been submitted to and approved in writing by the DRC and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

A. **GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT**. Applications for a Gold Basin Industrial Park Special Area Permit shall be processed as follows:

1. **CONCURRENT APPLICATIONS.** An applicant may apply concurrently to the County and to any other necessary permit agencies.

2. **CONCURRENT PROCESSING.** Gunnison County seeks to avoid duplicative regulatory controls or unnecessary delays. Therefore, processing of an application for a permit normally will proceed concurrently with the processing of other required permit applications. However, final action of the application may not occur until a permit is issued by each other permit entity with applicable regulatory authority so that Gunnison County will have the benefit of the analysis and determinations by the other entity(s) in reaching its own decision.

3. **CONSIDERATION OF OTHER PERMIT CONDITIONS.** Gunnison County shall consider the conditions of any related permit when processing an application for a Gold Basin Industrial Park Special Area Permit.

4. **PERMIT APPLICATION**. The Community Development Department shall provide the applicable form for a Gold Basin Industrial Park Special Area Permit that shall, at a minimum, include the following information and materials:

   a. **APPLICANT.** The name, address, telephone and fax numbers, and e-mail address for the applicant, or if the applicant is to be represented by an agent, a notarized letter signed by the applicant authorizing the agent to represent the applicant and also stating the same information for the agent.

   b. **LEASEHOLD AREA LOCATION.** The Leasehold Area address at which the business or industrial operation is proposed to be located.

   c. **COLORADO DEPARTMENT OF HEALTH APPROVAL.** Documentation of approval of the proposed construction by the U. S. Department of Energy and the Colorado Department of Public Health and Environment.

   d. **PROJECT DESCRIPTION**. A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:

      1. **BUSINESS OR INDUSTRIAL OPERATION**. A description of the proposed business or industrial operation.

      2. **NUMBER OF EMPLOYEES.** Number of employees required for the operation

      3. **HOURS OF OPERATION.** The hours of daily operation, and the days of the week in which the business or industrial operation is proposed to be conducted.

      4. **CONSTRUCTION.** The amount of square footage proposed for the structures, and the types of materials to be used in the structures.

      5. **TRAFFIC.** Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.

      6. **PHASES**. If the business or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.

   e. **SITE DEVELOPMENT PLAN.** A copy of the Site Development Plan, which shall include a scaled drawing of the Leasehold Area, including the following:

1. **ALL STRUCTURES**. All existing and proposed structures to be placed on the Leasehold Area, showing locations, and describing the use, type, shape, composition and appearance of each.
2. **BOUNDARY LINES AND SETBACKS.** Boundary lines and front, rear and side setback lines of the Leasehold Area.
3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these *Regulations*.
6. **EXTERIOR LIGHTING PLAN**. An exterior lighting plan that complies with the overall lighting plan for the park and with the applicable requirements of the *Gunnison County Land Use Resolution*.
7. **DRAINAGE PLAN.** A drainage plan for the Leasehold Area, depicting drainage patterns on and adjacent to the Leasehold Area. The Leasehold Area's drainage system shall be designed by a registered professional engineer licensed in the State of Colorado, according to generally accepted storm drainage practices and pursuant to the standards of these *Regulations* and all other applicable County, state and federal regulations.
8. **LANDSCAPING PLAN.** A landscaping plan that complies with site-specific requirements of the Design Review Committee.

f. **WATER SUPPLY AND WASTEWATER TREATMENT**. Verification from the Gunnison County Public Works Department intent to provide, signed agreement or contract between the applicant and the supplier indicating that it has the capacity and is willing to provide the amount of water that will be provided by the service provider, and any conditions of providing tap-on and service by the Dos Rios water supply system, and the Dos Rios wastewater treatment system.

5. **REVIEW PROCESS.** The following review process shall apply for a Gold Basin Industrial Park Special Area Permit:

a. **SUBMITTAL OF APPLICATION.** The applicant shall submit to the Community Development Department a complete application as required by these *Regulations*.

b. **DETERMINATION OF COMPLETENESS.** The Community Development Department shall determine whether the application is complete and includes all information required by these *Regulations*. The Community Development Department shall notify the applicant in writing that the application is either complete or incomplete, or shall indicate a date by which such determination shall reasonably be made. It is the goal, but not the requirement of these *Regulations* that this review be completed within 30 days of the submittal of the application.

1. **APPLICATION IS NOT COMPLETE**. If the application is not complete, the Community Development Department shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied.

(a.) FAILURE TO CORRECT CONSTITUTES WITHDRAWAL. If the applicant fails to correct the deficiencies within 60 days of the postmarked or certified date of the mailing of the notification that the application was incomplete, the application shall be considered withdrawn.

2. **APPLICATION IS COMPLETE**. The Community Development Department shall determine it to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of these *Regulations*.

c. **REQUEST FOR REVIEW BY DRC.** The Community Development Department shall refer the complete application to the DRC, which shall complete its review pursuant to Section 7: *Design Review.*

d. **REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS.** At the same time the application is being reviewed by the DRC, The Community Development Department 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 other County offices and departments, municipal, state, 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, and legal consultants.

1. **REVIEW AND COMMENT BY REVIEW AGENCIES.** The review agencies that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been requested by the agency before the 21st day. The Department may grant such a reasonable extension if it 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 not be deemed an approval of the application by the agency.

2. **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 Community Development Department 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.

e. **NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE.** Notice shall be given to the public by posting of the property and provision of notice within a legal newspaper of general circulation, and shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Department.

f. **NOTICE TO CITY OF GUNNISON.** Notice of the proposed use shall be provided to the City of Gunnison.

g. **ACTION BY COMMUNITY DEVELOPMENT DIRECTOR.** If the DRC has submitted written approval of the proposed plans, and within 30 days of having determined that the application is complete, or after having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the Community Development Director shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of these *Regulations.*

1. **APPROVAL SUBJECT TO LEASE AGREEMENT APPROVAL BY GUNNISON COUNTY AND COMPLIANCE WITH ALL OTHER PERMITS.** Approval requires, and shall include conditions that the applicant enter into a Lease Agreement with Gunnison County, and that the applicant timely and fully obtain and comply with all applicable federal, state, municipal and other permits required for the project.

h. **APPROVAL FORWARDED TO BOARD OF COMMISSIONERS.** If the application has been approved, the Community Development Director shall forward a copy of that decision to the Board of Commissioners.

i. **RECORDATION OF CERTIFICATE.** Within 15 days following approval of the Gold Basin Industrial Park Special Area Permit application, the Community Development Director shall record a Certificate of Approval in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific project, the description of the subject Leasehold Area, any relevant Findings

related to the project's compliance with these *Regulations*, conditions of approval, and shall include the Community Development Director's signature line and the date of approval.

6. **APPEAL.** A decision by the Community Development Director on a Gold Basin Industrial Park Special Area Permit application may be appealed by referral to the Board.

   a. **WRITTEN APPEAL.** An appeal may be submitted to the Community Development Director no more than 15 days after the date on 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 appeal shall be submitted in writing, stating the basis of the appeal and the relief that is requested, and shall include the necessary 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 Board at a regularly scheduled meeting within 45 days after the date the written appeal was filed.

   c. **NOTICE OF MEETING.** The Community Development Department shall, by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the 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. That information shall include the date, time, and place of the meeting.

   d. **BOARD MAY CONDUCT PUBLIC HEARING**. At the meeting, the Board may determine that a public hearing should be conducted on the appeal. If the Board so determines, notice shall be given and the public hearing shall be conducted pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   e. **BOARD DECISION.** The Board shall affirm, affirm with modifications, or reverse the original action.

      1. **MODIFICATION OR REVERSAL OF ORIGINAL ACTION**. The original action shall only be modified or reversed if the applicant 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;

         (b.) ORIGINAL ACTION INCONSISTENT WITH THIS *RESOLUTION*. The original action was inconsistent with the applicable requirements of this *Resolution*; or

         (c.) REVIEW BODY ACTION INAPPROPRIATE. The review body exceeded its jurisdiction or abused its discretion.

   f. **BOARD DECISION SHALL BE FINAL.** The Board's decision shall be final and shall not be further appealed, but may be subject to judicial review.

B. STANDARDS FOR APPROVAL. An application for a Gold Basin Industrial Park Area Special Area Permit shall comply with the following standards:

1. **COMPLIANCE WITH THESE REGULATIONS.** The use shall comply with all applicable standards and provisions of these *Regulations*.

2. **COMPATIBILITY WITH COMMUNITY CHARACTER**. The proposed land use shall be compatible with, or an enhancement of, the character of existing land uses in the Gold Basin Industrial Park Special Area, and shall not adversely impact the future development of the surrounding area. Potential visual and noise impacts shall be mitigated.

3. **LEASE AGREEMENT WITH GUNNISON COUNTY**. The Gunnison County Manager has provided written documentation that the applicant will be able to secure a lease for the subject Leasehold Area from the County.

4. **NO SIGNIFICANT NET ADVERSE IMPACTS OFFSITE**. No significant net adverse impact after mitigation on existing off-site uses.

SECTION 7: DESIGN REVIEW.

A. REQUIRED REVIEW AND APPROVAL. No improvements shall be erected, placed, altered, maintained or permitted to remain on any Leasehold Area by any Lessee or Occupant until the use has received a Gold Basin Industrial Park Special Area Permit, and plans and specifications have been submitted to and approved in writing by the Design Review Committee, and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

B. DESIGN REVIEW COMMITTEE. The Design Review Committee ("DRC") is hereby established to review and act on plans for improvements within the Gold Basin Industrial Park Special Area of permit applications and to ensure plan compliance with Section 8: *Design Standards*. The Committee shall be composed of the Board of County Commissioners, and of two Lessees, who shall be appointed by the Board.

C. REVIEW AND ACTION BY DRC. The DRC may deny or approve the plan as submitted, as altered or amended, or subject to specific conditions.

1. **DENIAL.** The DRC shall have the right to deny the plan on any reasonable grounds including, but not limited to, the following:

   a. **NON-COMPLIANCE WITH THESE *REGULATIONS*.** Failure to comply with any of the restrictions set forth in these *Regulations*.

   b. **INCOMPLETE INFORMATION.** Failure to include required information in the plans and specifications as required by these Regulations, or as reasonably requested by the DRC .

   c. **EXTERIOR APPEARANCE.** Objection to the exterior design, the appearance of materials or the types of materials employed in the proposed structure. Objection to the color scheme, finish, proportions, style of architecture, height or bulk of any structure.

   d. **INCOMPATIBILITY WITH OTHER GOLD BASIN INDUSTRIAL PARK SPECIAL AREA USES.** Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Leasehold Areas.

   e. **INCOMPATIBILITY.** Any other matter which, in the judgment of the DRC, would render the proposed improvements or use incompatible with the general plan for improvements within the Gold Basin Industrial Park Special Area.

2. **APPROVAL** The DRC shall base its approval, among other factors, upon the adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon adjoining Leasehold Areas, 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 these *Regulations.*

   a. **DRC ACTION TO COMMUNITY DEVELOPMENT DEPARTMENT**. Upon approval or conditional approval by the DRC a copy of the approved plans and the DRC decision shall be deposited for permanent record with the DRC, and forwarded to the Community Development Department.

SECTION 8: DESIGN STANDARDS.

A. PURPOSE. This Section establishes the substantive standards by which applications for Gold Basin Industrial Park Special Area Permits will be reviewed and approved for development within the Gold Basin Industrial Special Area. These standards are intended to enhance and protect the value, desirability and attractiveness of all Leasehold Areas to the mutual benefit of Lessees, Gunnison County and the City of Gunnison, and to promote high quality design and the uniform application of standards.

B. STANDARDS ARE MINIMUM. These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-

site because of unusual topography, size or shape of the Leasehold Area, existing vegetation, or other exceptional situations or condition, then the Community Development Director shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

C. MINIMUM SETBACKS. No Building or any portion thereof shall be placed on any nearer to the front, side or rear Leasehold Area line than 10 feet.

1. **EXCEPTIONS**. If a single building is constructed on two or more Leasehold Areas, no side yard setback is required from shared interior Leasehold Area lines

D. LANDSCAPING AND BUFFERING.

1. **LANDSCAPING PLAN.** 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 and a plan for maintenance of all landscaping to be installed.

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

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

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

2. **SITE PROTECTION.**

   a. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the Leasehold Area. Such surfaces shall be stabilized by seeding or planting, or providing an all-weather surface approved by the Gunnison County Public Works Department.

   b. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means in compliance with any applicable regulation. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

   c. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to the requirements of a Gunnison County Reclamation Permit.

3. **PLANTING SPECIFICATIONS**.

   a. **MINIMUM TREE/SHRUB SIZES**. Deciduous trees shall have at least a two inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the Lessee for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the Lessee no later than the following planting season.

   b. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

4. **TIMING.** All landscaping shall be installed no later than one growing season after substantial completion of construction on the Leasehold Area.
5. **SITE-SPECIFIC SELECTION.** The type and amount of landscaping shall be allowed to vary with the type and size of the proposed use. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.
6. **WATER CONSERVING LANDSCAPING.** Use of xeriscape plantings is preferred.
7. **LANDSCAPING ADJACENT TO BUILDINGS**. Landscape elements may be located adjacent to buildings.
8. **BUFFERING.** Buffering
   a. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials but may also include berms, rocks, boulders, mounds, or combinations of those materials, to minimize visual impacts to the neighborhood.
   b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multi-family or non-residential uses shall be screened from view off-site.
   c. **DRIVEWAYS EXCLUDED.** Required landscaped buffer areas shall not include driveways.
   d. **DESIGN OF LANDSCAPE BUFFER**. Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties from obstructing views and access to solar exposure. If berms are proposed, the design and slope shall be subject to approval by Gunnison County.
   e. **MAINTENANCE OF LANDSCAPING WITHIN BUFFERS.** Plantings shall be watered regularly, in a manner appropriate to the specific plant species. Dead and dying plants shall be replaced by the developer no later than the next planting season. The applicant shall make provisions to ensure that landscaped buffer areas shall be maintained and kept free of all debris, rubbish, and weeds.
   f. **MATERIALS USED IN BUFFERS.** Existing and supplementary xeriscaping should be used to the maximum extent feasible and planted in random patterns (not rows). Plant materials of a scale capable of screening and softening structural mass shall be used to reduce visual impacts of development. A list of recommended plant materials is available from the Gunnison Office of the U.S.D.A. Natural Resources Conservation Service.
   g. **SCREENING IN BUFFERS.** If total screening is impractical or undesirable, partial screening should be used to break horizontal lines of structures and minimize apparent height of taller structures. Screening development with vegetation is preferable to screening with berms or other significant earth moving. If berms or recontouring of soil are used for screening, the features should complement natural land forms.
   h. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Gold Basin Industrial Park Special Area, the plan shall be submitted for review to the Gunnison County Public Works Department, for its compliance with snow removal and traffic-related sight-distance requirements.
9. **PARKING LOTS AND LOADING AREAS**. Parking lots, loading, and unloading areas that are not part of a parking lot shall include buffering that complies with this Section

E. SIGNS. One cluster sign is allowed at each approved access from Gold Basin Road into the Gold Basin Industrial Park Special Area that includes the name of the Special Area and/or listings of individual businesses in the development. Within the development, one sign per Leasehold Area is allowed, and all signs shall be designed and installed as follows:

1. **GENERAL STANDARDS.**

a. **ON-SITE LOCATION.** All signs shall identify or advertise only the business or establishment upon which the sign is located.

b. **ONE SIGN PER USE.** There shall be one sign per primary use, except that when the subject Leasehold Area abuts two public roadways, there may be one sign facing each roadway.

c. **NO SIGN IN ROAD RIGHT-OF-WAY.** No signs shall be allowed on any County or development road right-of-way, and existing signs in either of these rights-of-way shall be removed immediately upon request of the governing body.

d. **EXTERNAL LIGHT SHALL BE MINIMIZED.** Externally lit signs shall be designed, installed and maintained so as to eliminate upward directed light and glare and so that lights shall only shine downward, and shall illuminate only the sign and not property that adjoins or is nearby. Such light shall not interfere with the vision of motorists.

e. **INTERNALLY LIT SIGNS PROHIBITED.** There shall be no internally lit signs.

f. **NO MISLEADING INFORMATION.** Information presented on a sign shall be neither misleading, erroneous or patently untrue.

g. **NO SETBACK LIMITATION SPECIFIC TO SIGNAGE.** There shall be no setback limitation except that sign placement shall not interfere with snow removal, or vision of motorists, and shall not significantly detract from the environmental or aesthetic character of the County.

2. **CONSTRUCTION AND MAINTENANCE OF SIGNS.**

a. **STURDY CONSTRUCTION.** All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements, and shall be maintained in a state of good repair with all braces, bolts, supporting framework, fastenings, lettering and design work free from deterioration.

b. **WIND LOAD.** Wind load requirements shall be equal to, or greater than 26 pounds per square foot of sign area.

c. **REPAIR OR REMOVAL.** The County Building Inspector shall have the authority to order the repair, alteration or removal of any sign or structure that constitutes a hazard to public health and safety, or which is otherwise not pursuant to this Section. In the event that such a sign has not been removed, altered or repaired within 60 days after written notification by the Inspector, the Board may, after due public notice and hearing, cause that sign or structure to be removed at the expense of the owner of the sign.

3. **SIGN AREA MEASUREMENT.**

a. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 square feet.

b. **MAXIMUM HEIGHT.** Maximum sign heights shall be as follows:

1. **FREESTANDING SIGNS**. The maximum height of a freestanding sign shall be 12 feet.

2. **SIGNS LOCATED ON BULDING FASCIA.** Signs located on a building shall be no higher than the fascia of the building.

c. **MEASUREMENT OF SINGLE SURFACE.** To determine the surface area of a sign, the County Building Inspector shall measure the perimeter enclosing the extreme limits of the display surface(s) of the sign, including all graphic elements, borders and riders, but excluding the sign's structure or bracing unless those elements are part of the message or face of the sign. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.

d. **MEASUREMENT OF MULTI-FACETED SIGN.** Where two faces are placed at greater than 45-degree angles to one another, the sign area shall mean the total area of both faces.

4. **SIGNS ALLOWED ONLY BY VARIANCE BY THE BOARD.** The following signs are not permitted, except by variance issued by the Board, pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   a. **NON-COMPLIANT SIGNS.** Any sign not in compliance with the provision of these *Regulations*; or

   b. **OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to the "*Gunnison County Resolution Series 1989 No. 42, Concerning Placement of Tourist-Oriented Directional Sign,*" which are allowed without a variance; or

   c. **PROJECTING ROOF-MOUNTED SIGNS.** Roof-mounted signs that project above the highest point of a roofline or fascia of a building.

F. **PARKING.** No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or at any place other than on the parking spaces approved by the DRC for each the Leasehold Area. Each Owner and Occupant shall be responsible for compliance with these standards by its employees and visitors. Off-street parking shall be provided by each Lessee for employees and visitors. All uses shall be required to provide the amount and design of parking spaces in Appendix Table 1: *Minimum Parking Row and Aisle Dimensions* and Appendix Table 2: *Off-Street Parking Standards* and to comply with the following:

1. **MULTIPLE USES.** If two or more principal uses occupy a single Leasehold Area or structure, the standard for off-street parking shall be the additive total for each principal use of the Leasehold Area or structure.

2. **SHARED 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 Leasehold Area, the Community Development Director may reduce the required number of off-street parking spaces by up to 25 percent of the total required. Written approval by the adjacent Leasehold Area Owner or Occupant for use of the Leasehold Area is required. A subsequent change in land use will require evaluation by the Director and additional spaces may be required.

3. **REQUIRED FRACTIONAL SPACES**. When any calculation of off-street parking results in a required fractional space, such fraction shall be rounded up to the next higher number of spaces.

4. **LOCATION OF REQUIRED SPACES.** Required off-street parking spaces shall be located on the same Leasehold Area as the structure or business or industrial operation the spaces are intended to serve.

5. **SURFACE IMPROVEMENTS**. All off-street parking, access drives and loading areas shall be paved or improved with an all-weather surface approved by the DRC and properly graded to assure proper drainage. Overnight parking of campers, mobile homes, trailers or motor homes is prohibited. If parking requirements increase as a result of the change in use or number of employees, additional off-street parking shall be provided to comply with these Standards.

6. **BACKING ONTO ROAD PROHIBITED.** All parking areas shall be designed so that vehicles exiting from a parking space shall not back onto the right-of-way of the public street.

7. **SNOW STORAGE**. Adequate snow storage areas are required be planned into each site, and snow storage in dedicated parking areas is prohibited.

   a. **SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.

   b. **SNOW PLOWING OBSTRUCTIONS.** Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing. Locations of trash dumpsters relative to snow storage shall allow access and maintenance of the dumpsters, but shall not impede the free movement of trash removal vehicles.

   c. **FORMAL APPROVAL BY PUBLIC WORKS DEPARTMENT.** All designs for snow storage shall be subject to review and approval by the Gunnison County Public Works Department.

d. **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.

H. **STORAGE AND LOADING AREAS.** Materials, supplies and equipment, including company-owned or operated trucks or delivery vehicles, shall be stored inside structures or behind visual screening approved by the DRC to reasonably mitigate visual impact to adjoining Leasehold Areas and/or streets. All loading facilities, including turnarounds and docks, shall be set back and screened to minimize their visibility from any street. Screening of service areas and loading docks may consist of any approved combination of earth mounding, landscaping, walls and/or approved combination of earth mounding, landscaping, walls and/or fencing. Loading areas and docks shall not be closer than ten feet to an abutting street unless specifically approved by the DRC.

I. **SITE COVERAGE.** In no event can the footprint of any building or buildings exceed 50 percent of the square footage of the Leasehold Area.

J. **BUILDING HEIGHT RESTRICTIONS**: No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles or similar equipment shall exceed any height restrictions required by the *Gunnison County Land Use Resolution*, the Federal Aviation Administration or any other applicable regulatory agency.

K. **VIEW OBSTRUCTIONS**. The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Leasehold Area if the location of the object will, in the reasonable judgment of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the Gold Basin Industrial Park Special Area.

L. **GAS TANKS AND WATER SOFTENER UNITS**. Gas container and/or outdoor water softener units, may be placed above ground if enclosed on all sides by a decorative wall, provided the design, construction and installation location shall have first been approved by the DRC.

M. **MAILBOX DESIGN AND LOCATION**. No mailbox or paper 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 unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the DRC.

N. **EXTERIOR AND INTERIOR LIGHTING:** No exterior lighting of any nature shall be installed or operated without the prior written approval of the DRC, and in all cases shall be installed or constructed in conformance to the applicable section of the *Gunnison County Land Use Resolution*. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any portion of an adjacent street or into the path of oncoming vehicles or onto any adjacent . No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any Building.

O. **STORMWATER MANAGEMENT**. There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such constructed on the property shall be constructed according to an approved site development plan. In no event may Owners or Occupants of Leasehold Areas or members of the public use such ponds for fishing, irrigation, swimming, bathing, boating or other recreational purposes. The permit applicant shall provide the following:

1. **DRAINAGE STUDY.** The required drainage study shall be subject to review and approval by the Gunnison County Public Works Department, which may refer the study to the City of Gunnison Public Works Department for review for compatibility with the City's design and construction standards.

2. **RUNOFF CONTROL STRUCTURES.** The Owner or Occupant shall provide storm sewers, culverts and other runoff control structures as determined necessary by the drainage study.

3. **HISTORIC RUNOFF.** 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 a storm sewer system. All costs associated with handling runoff

generated by a development shall be paid by the Owner or Occupant who has applied for the Gold Basin Industrial Park Special Area Permit.

P. **WELLS AND GENERAL DRILLING.** Oil and Mining Operations: No water wells may be drilled or maintained on any portion of the Gold Basin Industrial Park Special Area. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Gold Basin Industrial Park Special Area, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Gold Basin Industrial Park Special Area, except that such excavation as may be required for site preparation to construct and/or operate improvements may be undertaken under strict supervision of the DRC, the U.S. Department of Energy and the Colorado Department of Public Health and Environment.

Q. **WIRELESS TELECOMMUNICATION DEVICES AND STRUCTURES.** Installation of wireless telecommunication devices and structures shall be required to comply with the requirements of the *Gunnison County Land Use Resolution* current at the time a business or industrial operation applies for a Gold Basin Industrial Park Special Area Permit to locate within the Gold Basin Industrial Park Special Area, and with any applicable regulation of the Federal Aviation Administration.

R. **UTILITY CONNECTIONS**: All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole nor hung on the outside of any building, but shall be placed on or below the surface of the ground and where placed on the surface, shall be adequately screened and fenced and all installations shall be subject to the prior written approval of the DRC.

S. **USE OF NAME**: The name "Gold Basin Industrial Park Special Area" may not be used in the name of any Building or project on the Gold Basin Industrial Park Special Area, or in the name of any Owner other than Gunnison County, without the DRC's prior written consent.

T. **EXCAVATION.** No excavation of the subject property or any Leasehold Area therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition. Prior approvals shall have been obtained from the DRC for such excavation, specific compliance with Colorado Department of Public Health Regulations and approvals, and appropriate monitoring and mitigation procedures shall be followed.

U. **NOISE-SENSITIVE USES.** The northerly property line of the Gold Basin Industrial Park Special Area, and to some extent most of subject property, is adjacent or near an operating airport, which may produce noise. Sound-sensitive industries or individuals should consider sound attenuation measures in the design of their buildings.

V. **IRRIGATION.** Automatic irrigation systems shall be required for each Leasehold Area. Irrigation water shall be pumped from Gunnison County water lines. No Leasehold Area Owner shall draw or pump water from any pond in the Gold Basin Industrial Park Special Area for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

SECTION 9: PROVISION OF UTILITIES.

Gunnison County shall provide adequate service lines and stubs to each Leasehold Areas so that street and sidewalk cuts will not be required in order to connect the proposed buildings with the sewer mains. The actual tap of the sewer main shall be accomplished in conformance with all applicable County or City of Gunnison standards, including those involving design and construction. To the greatest extent feasible, shared utility pedestals will be required for Leasehold Areas.

SECTION 10: BEGINNING AND COMPLETING CONSTRUCTION

After commencement of construction of any Improvement, the Owner shall diligently prosecute the construction thereof to the end that the Improvement shall not remain in a partly finished condition any longer than is reasonable necessary for completion thereof. All landscaping required to be provided on any Leasehold Area shall be

completed within 90 days after the substantial completion of the construction of any Buildings to be constructed on the Leasehold Area, provided, however, if weather conditions do not at such time permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. Seasonal adjustments will also be allowed. If any Lessee fails to undertake and complete its landscaping within the time limit previously set forth herein, the DRC may, at its option, after giving the Owner 10 days written notice, undertake and complete the landscaping of the Leasehold Area in accordance with the landscaping plan. If the DRC undertakes and completes such landscaping because of the failure of the Lessee to complete the same, the cost of such landscaping shall be assessed against Owner, and if said assessment is not paid within 30 days after written notice of such assessment from the DRC, said assessment will constitute a lien on the Leasehold Area and may be enforced by the DRC

SECTION 11: MAINTENANCE.

A. GUNNISON COUNTY'S RESPONSIBILITIES.

1. **COMMON AREA MAINTENANCE.** Gunnison County shall maintain and repair all common areas and facilities located on the subject property. "Common Areas" shall include any mini-parks, and cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the interior street and Gold Basin Road.

2. **SNOW REMOVAL AND LANDSCAPING.** The cost of snow removal, irrigation, mowing, pruning, fertilizing, drainage pipes and flumes replacing and adding grass, flowers, shrubbery, trees, and other items on the common areas, medians, or right of ways.

B. LESSEE'S MAINTENANCE RESPONSIBILITY: Each Leasehold Area Lessee shall be responsible for the maintenance of their Leasehold Area to the boundaries and all improvements constructed thereon, including repair and maintenance of any utility lines which service said .

C. ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES. Gunnison County shall, from time to time, and at least annually, and at least 30 days in advance of the assessment date, prepare a budget for the Gold Basin Industrial Park Special Area, to determine the assessments payable by the Lessees to meet the common expenses, and allocate and assess such common expenses upon the Lessees, proportionately, according to the square feet under lease by each Lessee, with the community areas owned by Gunnison County excluded. Gunnison County shall advise all members promptly, in writing, of the amount of the assessment payable by each of them, respectively, as determined by Gunnison County and shall furnish copies of each budget on which such common expenses are based. The assessments levied by Gunnison County shall be used exclusively for the purposes of promoting the business of the Lessees, and their health, safety and welfare, and in particular, for the improvement and maintenance of any designated common areas or structures.

D. COMMON EXPENSES. The common expenses shall include, among other things:

1. **LIGHTS.** The cost of maintenance of lights, signs and similar amenities, if and when the same are constructed by Gunnison County.

2. **UTILITIES.** Utility expenses for the common areas or structures.

3. **INSURANCE.** the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by Gunnison County pertaining to such common areas or structures.

4. **TAXES**. Any taxes and governmental assessments which are levied against the property, or any common areas or structures; and

5. **ADMINISTRATION.** The cost of administering and enforcing these *Regulations*, and the cost of defending and protecting the Gold Basin Industrial Park Special Area from adverse private or public action in the immediate area.

E. PAYMENT OF ANNUAL GENERAL ASSESSMENTS. All Lessees shall be obligated to pay the assessments assessed them by Gunnison County. The first annual assessment for each Leasehold Area shall be adjusted according to the number of days remaining in the calendar year. Each assessment shall be paid by the Lessee to Gunnison County in one or more installments on the date or dates fixed by Gunnison

County. Those Leasehold Areas that have not been leased by Gunnison County shall be exempt for the assessments created by these *Regulations*, although Gunnison County shall provide such additional funds as may be necessary in order to administer the common areas in the manner provided for and contemplated in these *Regulations*. Each Lessee of a Leasehold Area, by acceptance of a lease, consents and agrees to the foregoing and waives any rights to the contrary under applicable statutory law.

1. **NO WAIVER OF LIABILITY OR ASSESSMENTS.** No Lessee may exempt himself from liability for his assessment by waiver of the use or maintenance of any of the common areas, or by abandonment of his Leasehold Area.

2. **STATEMENT OF ASSESSMENTS.** Gunnison County shall promptly provide any Lessee or prospective Lessee so requesting he same in writing, a written statement of all paid or unpaid assessments or charges or penalties due with respect to the Leasehold Area leased or the be leased.

3. **DEFAULT IN PAYMENT OF ASSESSMENTS.** Any assessment installment which is not paid when due shall be delinquent. Each assessment installment not paid within 30 days after the due date shall be subject to a late charge established by Gunnison County not exceeding $250, and such assessment installment shall also bear interest from the date of delinquency at the maximum legal rate, but not exceeding 18 per cent per annum. Furthermore, should any assessment installment not be paid when due, the entire unpaid annual assessment shall, at the option of Gunnison County, become due, and may be collected forthwith, time being of the essence. Gunnison County may, bring an action at law against the Lessee, or consider the nonpayment an event of default under the lease, and take whatever remedies are afforded under the lease for such default.

4. **REIMBURSEMENT BY LESSEES.** In the event that Gunnison County determines that the need for maintenance, repair or reconstruction as provided for in these *Regulations* is caused through the willful or negligent act of a Lessee, his tenant, guests, or invitees and is not covered or paid by insurance, then the cost, both direct and indirect, of such maintenance, repair or reconstruction shall be added to and become a part of the assessment to which such owner is subject, and shall be due and payable immediately.

SECTION 12: AMENDMENT AND TERMINATION .

A. TERM. Unless earlier terminated, or extended, in accordance with this provision, and subject to any limitations set forth in this provision, these *Regulations* shall continue in full force and effect for a period of 20 years from the date of their initial approval by the Board. However, unless there shall be recorded in Gunnison County within one year before the end of such 20 year period an instrument directing the termination of these *Regulations* and approved by the Board, the Declaration shall be continued automatically without further notice for an additional period of 10 years, and thereafter for successive periods of 10 years each, unless with one year prior to expiration of any such 10 year period these *Regulations* are terminated as set forth in this Section.

1. **TERMINATION AND MODIFICATION.** These *Regulations*, and any provision contained herein, may be terminated, extended, modified or amended as to all or a portion of the Gold Basin Industrial Park Special Area upon approval by the Board.

B. AMENDMENT. The following process shall apply to an application for to amend these *Regulations*:

1. **INITIATION.** An amendment to these may be initiated by any of the following:

   a. **BOARD MOTION**. The Board may initiate an amendment by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section.

   b. **PLANNING COMMISSION INITIATIVE**. The Planning Commission may initiate an amendment by submitting a written recommendation for proposed amendment to the Board.

   c. **COMMUNITY DEVELOPMENT DIRECTOR**. The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the Board, or by first submitting it to the Planning Commission for review and recommendation to the Board.

d. **LESSEE**. An amendment may be initiated by any Lessee, by the submittal of an application to the Community Development Department.

2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE**. Any initiative or application for amendment shall be submitted to the Community Development Department, and shall include at a minimum the following:

   a. **IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED**. The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and phone number.

   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 need for the proposed amendment.

      1. **COMMUNITY DEVELOPMENT DEPARTMENT'S REVIEW**. The Community Development Department shall review the application for completeness for compliance with this Section.

      2. **PLANNING COMMISSION REVIEW**. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of this, and shall make a recommendation to the Board to approve, approve with modifications, or deny the proposed amendment.

      3. **BOARD PUBLIC HEARING**. The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application. and a copy of the Community Development Department's review. Should it deem to be in the best public interest, the Board may conduct a public hearing, providing public notice a minimum of 15 days prior to the date of hearing, and otherwise pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

      4. **BOARD REVIEW AND ACTION.** The Board shall consider the application, any relevant support materials, the Planning Commission's recommendation, as applicable, public testimony and evidence given at a public hearing, and compliance of the application with these *Regulations.* Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, or deny the amendments. Such resolution shall include findings that address the review following:

         (a.) REVIEW STANDARDS. The decision to amend the text of the *Resolution* is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:

            (1.) CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY. Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;

            (2.) CHANGED CONDITIONS. Changed conditions, including the economy of Gunnison County;

            (3.) EFFECT ON THE NATURAL ENVIRONMENT. Effect of the proposed amendment on the natural environment;

            (4.) COMMUNITY NEEDS. Community needs;

            (5.) DEVELOPMENT PATTERN. Development pattern;

            (6.) CHANGES IN APPLICABLE LAW. Changes in applicable law;

(7.) **PUBLIC HEALTH, SAFETY AND WELFARE.** Public health, safety and welfare;

(8.) **COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY.** Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

SECTION 13: AVIGATION EASEMENT

Notice is hereby given that Leasehold Areas within the Gold Basin Industrial Park Special Area are located adjacent to an airport and in close proximity to the flight and approach paths associated with that airport. Gunnison County, in adopting these *Regulations*, hereby gives and grants an avigation easement for flight over these as necessary and appropriate for aeronautical operations at such airport on condition that all such operations are conducted safely and in compliance with all applicable Federal Aviation Administration regulations. Notice is hereby given that such aeronautical operations may cause noise or otherwise disturb the occupants the s within this area.

A. WAIVER OF CLAIMS. Any Lessee, in entering a lease agreement with Gunnison County for use of any Leasehold Area within the Gold Basin Industrial Park Special Area thereby waives, remises and releases any right or cause of action it may now have or which it may have in the future against the Gunnison County pertaining to or resulting from the passage of aircraft in the airspace above the Lessee's Leasehold Area. However, nothing stated in the foregoing waiver, grant and release shall release any other person, including, without limitation, any assignee, transferee, or successor of the Lessee, from any cause of action pertaining to or resulting from the operation of aircraft outside the scope of this Avigation Easement, or liability for damages to any person or property resulting from the unlawful or negligent operation of any aircraft above Grantor's Property.

SECTION 14: SEVERABILITY OF THESE *REGULATIONS*.

If any article, division, section, paragraph, clause, provision, or portion of these *Regulations* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of these *Regulations* as a whole or any part of these *Regulations* other than the part determined to be unconstitutional or invalid. If any application of these *Regulations* to a particular structure or Leasehold Area is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, or Leasehold Area not specifically included or referenced in that judgment.

SECTION 15: MISCELLANEOUS PROVISIONS.

A. NO LIABILITY. Gunnison County and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

1. **APPROVAL OR DISAPPROVAL OF PLANS**. The approval or disapproval of any plans, drawing and specifications, whether or not in any way defective.
2. **CONSTRUCTION OR IMPROVEMENTS.** The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or
3. **LEASEHOLD AREA DEVELOPMENT.** The development of any Leasehold Area within the subject property.

B. ALL LESSEES BOUND. Any person who now or hereafter leases or acquires in rights in any improvements on a Leasehold Area shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained in these *Regulations*, whether or not any reference to these *Regulations* is contained in the instrument by which such person acquired such interest or lease.

C. GUNNISON COUNTY HELD HARMLESS. Each and every Lessee shall, and hereby does, indemnify and hold harmless Gunnison County against and from any and all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation or maintenance of the Gold Basin Industrial Park Special Area or the improvements hereon, the use or possession of any Leasehold Area, or the conduct of any business or other activity on any part of the Gold Basin Industrial Special Area or any Leasehold Area

D. DESTRUCTION OF IMPROVEMENTS. In the event any building or other improvement on a Leasehold Area is damaged or destroyed in whole or in part, by any casualty, the Lessee shall immediately undertake to restore the same to a condition and conformity with the plans and specification most recently approved by Gunnison County with respect to such building or improvement. If such restoration is not completed within two years following the casualty, or if a new plan is not submitted, approved and completed in that timeframe, the lease is terminated and the Lessee loses all rights of use and occupancy.

E. ADDITIONS TO THE PROPERTY. Additional real property may be annexed to the Gold Basin Industrial Park Special Area, following which such additional real property shall become a part of the Gold Basin Industrial Park Special Area, and become subject to these *Regulations*. Said annexation shall be accomplished by filing of record in the Office of the Clerk and Recorder of Gunnison, an amendment to these *Regulations*, as applicable, or other instrument executed by Gunnison County. Upon the recordation of such instrument, the provisions of these *Regulations* shall extend to such additional real property. So long as the rights of any existing Lessee or Occupant are not impaired or restricted in any way as to the approved use or occupancy of their Leasehold Area, an amendment may contain such additions and modifications of these *Regulations* and other provisions as may be necessary to reflect the different character, if any, of the added property, or as the Board may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of these *Regulations*.

F. RUN WITH LAND. Each of the requirements of these *Regulations* shall operate as covenants running with the land for the benefit of the Gold Basin Industrial Park Special Area and each Leasehold Area, and shall inure to the benefit of Gunnison County and the Lessees thereof, their heirs, successors and assigns, and shall apply to and bind Gunnison County and the Lessees of any and all of the Leasehold Areas, their heirs, successors and assigns.

G. ASSIGNMENT. Due to the unique Deed Restrictions put on Gunnison County by the U.S. Department of Energy in relation to this property, Gunnison County's rights and obligations continue with the land and as such, Gunnison County's responsibilities under these *Regulations* cannot be assigned.

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

Neither the designation nor these *Regulations*, procedures or approvals hereunder shall be construed as a precedent for any other action.

SECTION 17: VIOLATIONS AND ENFORCEMENT.

Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution,* with the additional remedy that Gunnison County may terminate the Lessee's lease.

APPENDIX

Table 1: Minimum Parking Row and Aisle Dimensions

ANGLE	STALL WIDTH "A"	MINIMUM DEPTH "B"	CURB LENGTH "C"	AISLE WIDTH "D"	TOTAL DEPTH "E"
PARALLEL	8.0'	N/A	22.0'	12.0'	20.0'
30 DEG	8.0'	**16.0'**	16.0'	11.0'	27.0'
	8.5'	**16.4'**	17.0'	11.0'	27.4'
	9.0'	**16.8'**	18.0'	11.0'	27.8'
	9.5'	**17.3'**	19.0'	11.0'	28.3'
45 DEG	8.0'	**18.4'**	11.3'	14.0	32.4'
	8.5'	**18.7'**	12.0'	13.5'	32.2'
	9.0'	**19.1'**	12.7'	13.0'	32.1'
	9.5'	**19.4'**	13.4'	13.0'	32.4'
60 DEG	8.0'	**19.7'**	9.2'	19.0'	38.7'
	8.5'	**20.0'**	9.8'	18.5'	38.5'
	9.0'	**20.3'**	10.4'	18.0'	38.3'
	9.5'	**20.5'**	11.0'	18.0'	38.5'
90 DEG	8.0'	**20.'**	8.0'	26.0'	44.0'
	8.5'	**20.0'**	8.5'	25.0'	43.0'
	9.0'	**20.0'**	9.0'	24.0'	42.0'
	9.5'	**20.0'**	9.5'	24.0'	42.0'

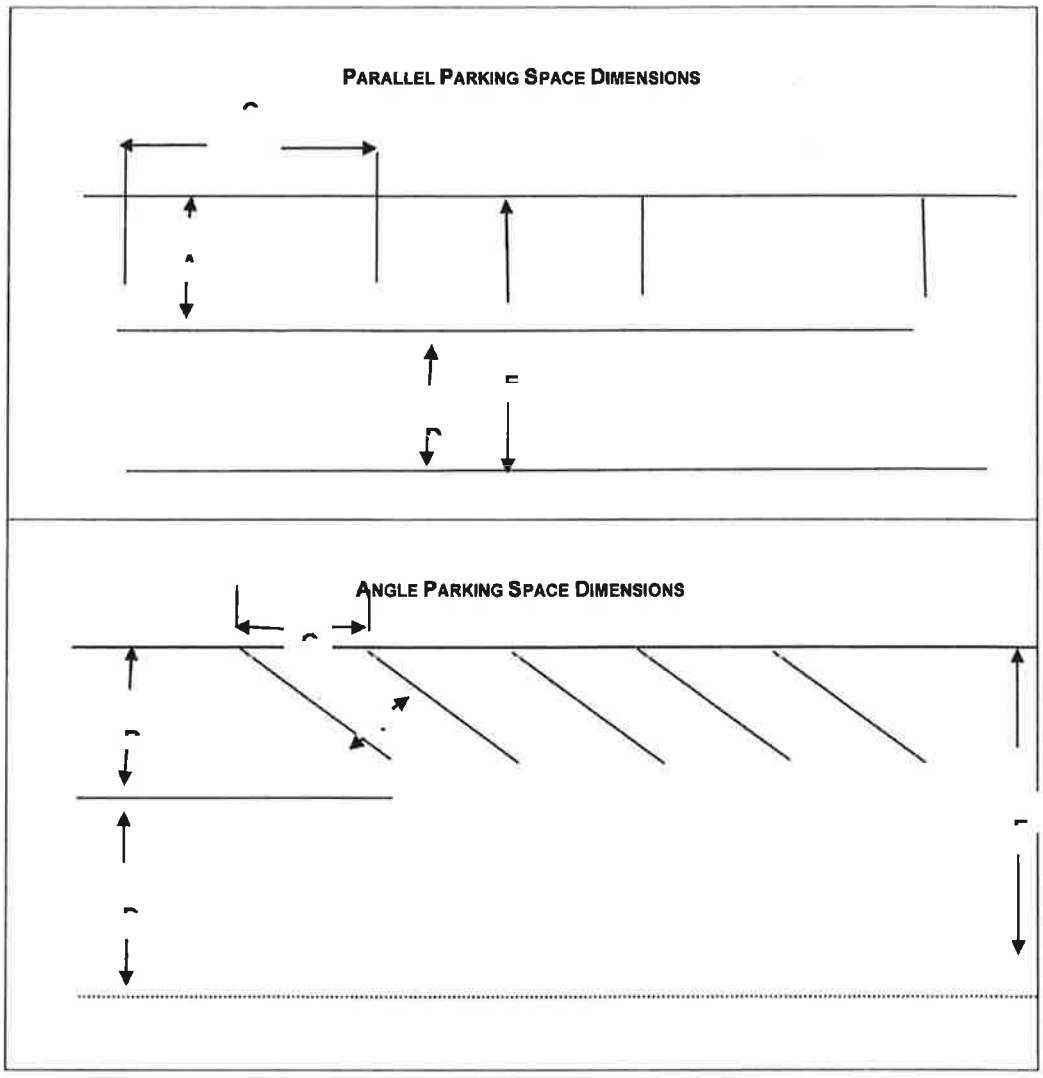
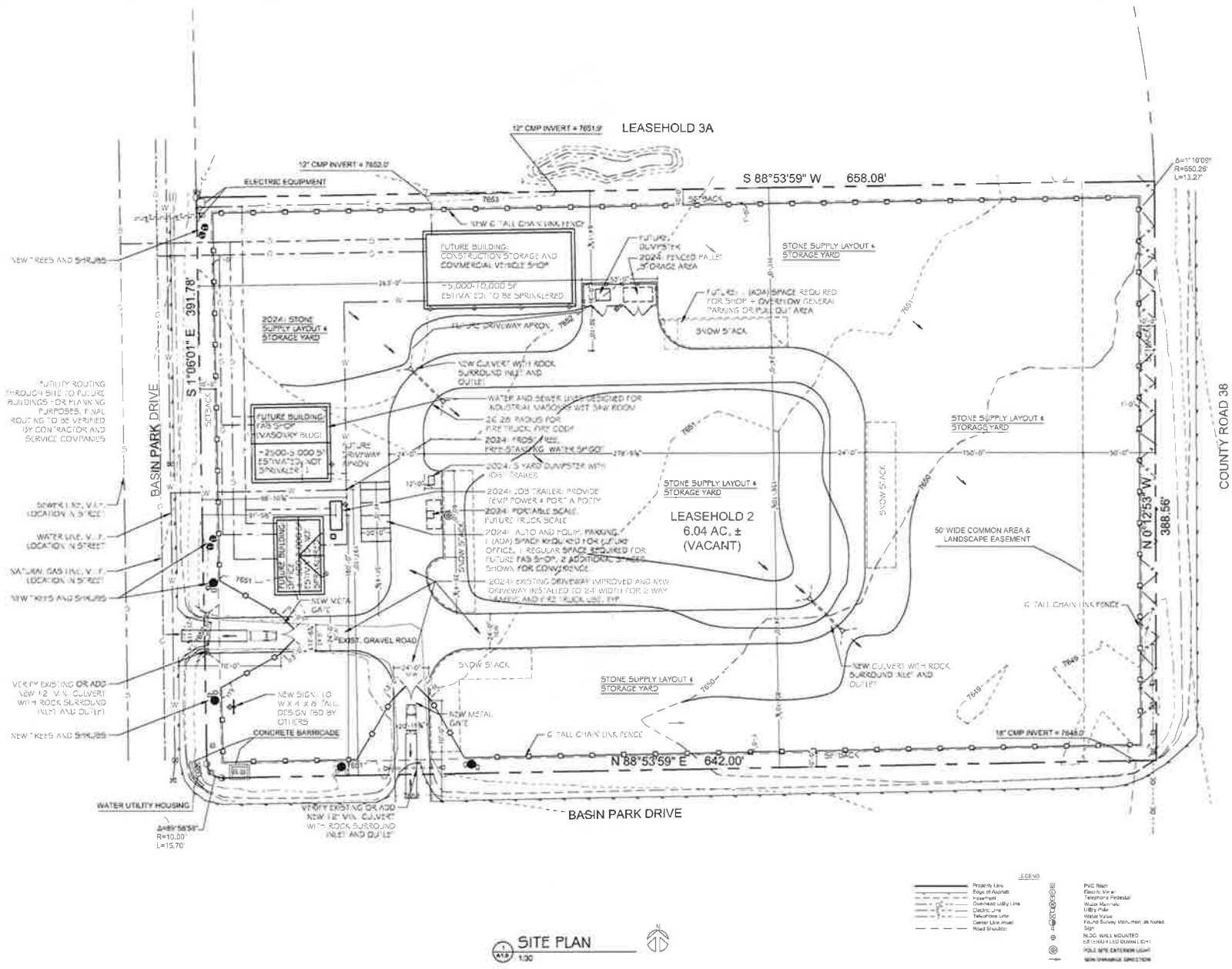

PARALLEL PARKING SPACE DIMENSIONS
ANGLE PARKING SPACE DIMENSIONS

Table 2: Off-Street Parking Standards

• Light industrial or business	1 space per 500 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
• Warehouse	1 space per 1,000 s.f. or 1 space per employee whichever is greater, plus 1 space for each company vehicle stored on the premises
• Community buildings; Government • administrative facilities, services and buildings	1 space per 300 s.f, or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
Floor area shall be measured as gross floor area within a building, exclusive of mechanical rooms, closets or storage areas and kitchen spaces, unless specifically stated otherwise. Where parking requirement is on a per employee basis, employment shall reflect the maximum number on any single shift.	

Table 3: Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses

IMPACTED LAND USES	*ALLOWABLE DECIBEL LEVELS BY TIME OF DAY*	
	6:00 A.M. TO 7:00 P.M.	***7:00 P.M. TO 6 A.M.***
COMMERCIAL	*60 db (A)**	*55 db (A)**
LIGHT INDUSTRIAL	*80 db (A)**	*65 db (A)**
CAMPGROUNDS	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*



SITE PLAN
1:30

J Reeser Architect, LLC
John Reeser, AIA
P 970.641.4740
F 970.544.9420
PO Box 1986
Gunnison CO 81230

ISABEL STONE YARD

LEASEHOLD 2, BASIN PARK DRIVE
GUNNISON CO., COLORADO

REVISIONS:

date	issue
Prelim.	04.23.24

JOB #: 2400
start date: 03.20.24
drawn by: JSK

SHEET:

A1.0

SITE PLAN

COPY

Wastewater Treatment Facility Agreement

June 8, 2001

THIS AMENDED AGREEMENT is made and entered into the 3rd Day of July, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO hereinafter "COUNTY" and the CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, hereinafter "CITY".

ARTICLE 1
DEFINITIONS

1.1 "ANTELOPE HILLS" means the Antelope Hills Division of the Gunnison County Sewer District.

1.2 "BOD" means 5-day biochemical oxygen demand, as defined by the procedures in "Standard Methods of Water and Wastewater Analysis".

1.3 "CAPACITY CHARGE" means Capital Improvement Fees charged by the CITY for capital investment in the facility.

1.4 "CITY" means the City of Gunnison, a Colorado home rule municipality.

1.5 "COUNTY" means the County of Gunnison a Colorado county government.

1.6 "DISTRICT" means the Gunnison County Sewer District.

1.7 "DOS RIOS" means the Dos Rios division of the Gunnison County Sewer District.

1.8 "EQR" means the residential equivalency for calculating connection or tap fees for connection to the District, as determined by the Board of County Commissioners.

1.9 "FACILITY" means the City's Wastewater Treatment Plant.

1.10 "GPD" means gallons per day measured on a 24-hour basis.

1.11 "HARMFUL" in connection with a discharge to the facility, means any release into the sewer system that is prohibited by City Code of the City of Gunnison Section 12-1-2 (B).

1.12 "MGD" means million gallons per day as measured on a daily basis.

1.13 "MG/L" means milligrams per liter.

1.14 "NORTH GUNNISON DIVISION" means the sewer service territory as defined by the Gunnison Board of County Commissioners Resolution Number 26 Series 1979.

1.15 "T.S.S." means total suspended solids as determined by procedures in "Standard Methods of Water and Wastewater Analysis".

1.16 "TERM" means the initial length of this agreement and/or any extensions thereof.

1.17 "URBAN GROWTH BOUNDARY" means the boundary indicated on the map entitled '3 Mile Plan and Urban Growth Boundary Map' dated 6-2-00, in the City of Gunnison 3 Mile Plan, or subsequent maps as amended during the annual review process.

1.18 "WASTE TREATMENT" means wastewater treatment and any and all related treatments of wastewater, including sludge treatment and disposal.

1.19 "201 WASTEWATER FACILITY PLAN UPDATE 1998" means the study as referenced by the document of the same name and date.

1.20 "3 MILE PLANNING AREA" means an area that lies within three miles of the current City of Gunnison limits.

ARTICLE 2
RECITALS

The following recitals are relevant to this agreement:

2.1 The CITY has constructed a 4.2 million gallon per day facility for treatment of wastewater, in operation since July 1st, 1987.

2.2 The facility is necessary to provide adequate wastewater treatment for the service territory as defined in the 201 Wastewater Facility Plan Update, 1998.

2.3 The CITY and the COUNTY are authorized to enter into intergovernmental agreements to provide governmental functions pursuant to C.R.S. 29-1-203.

2.4 The CITY and the COUNTY wish to jointly use the facility for wastewater treatment of wastewater from the CITY, Dos Rios, Antelope Hills, and North Gunnison Divisions and other areas as outlined in the 201 Wastewater Facility Plan Update, 1998.

2.5 The CITY has accepted conveyance to it of the former Dos Rios wastewater treatment facility and appurtenant easements, in consideration of which the CITY has set aside the necessary facility capacity to treat the wastewater of Dos Rios in an amount equal to 543 EQR's and of Antelope Hills in the amount equal to 80 EQR's.

2.6 Dos Rios, Antelope Hills, and North Gunnison Divisions will require future capacity at the facility for wastewater treatment.

2.7 The area within the Urban Growth Boundary (UGB) will require future capacity at the facility for wastewater treatment in order to accommodate future development within the UGB. Areas within the 3 Mile Planning Area, but outside the UGB may require capacity at the facility in order to address water quality problems created by existing developments.

2.8 The CITY and the COUNTY wish to ensure that all costs for operation, maintenance, capital replacement, and expansion shall be borne by those who benefit from the use of the City of Gunnison Wastewater Treatment Plant.

2.9 The CITY and the COUNTY wish to ensure that all wastewater is properly handled to preserve the quality waters and lands in Gunnison County and will require all users to comply with all Federal, State, County and City laws, rules, regulations, and ordinances in the matters of wastewater disposal.

2.10 The COUNTY and the CITY have, concurrently with the execution of this agreement, executed an additional intergovernmental agreement providing for the joint review of proposed development within the 3 Mile Planning Area and UGB.

ARTICLE 3
SOLE AGREEMENT

3.1 This Agreement takes the place of and supercedes the existing Wastewater Treatment Facility Agreement of June 25, 1996 and all other sewer or wastewater agreements between the COUNTY and the CITY.

3.2 This Agreement is the sole agreement regarding wastewater collection and treatment between the COUNTY and the CITY.

ARTICLE 4
CAPACITY CHARGES

4.1 The 201 Wastewater Facility Plan Update 1998 has determined there is sufficient capacity to service the areas contained within the 3 Mile Planning area of the City of Gunnison. The Dos Rios Wastewater Plant which was transferred to the City of Gunnison contained a provision which honors all pre-paid sewer taps at the time of that transfer in 1987. The Antelope Hills Sewer Plant was attached to the Dos Rios sewer system in 1993 and certain properties were provided an opportunity for prepaid taps when that connection was made. No further prepaid taps will be accepted by the CITY or COUNTY. A list of outstanding taps which have been prepaid and not connected are identified in a list as provided by the Gunnison County Finance Office based upon the compilation of customers-name/service information with a run date of 06/05/2001, consisting of 32 pages, incorporated as Exhibit A by this reference.

4.2 Except as provided in paragraph 4.5 hereof, the CITY agrees to accept wastewater for treatment from properties within the UGB, and further agrees to accept wastewater from existing developments within the 3 Mile Planning Area but beyond the UGB which are creating water quality problems.

4.3 In consideration of the connection of each additional tap, other than those set forth in paragraph 4.1 hereof, the COUNTY shall collect before a connection is made and shall pay over to the CITY the same on a monthly basis, to be held as hereinafter provided, a base capacity charge for each tap as defined on Exhibit B. The schedule used and agreed to by the COUNTY and CITY to arrive at this charge is set forth in Exhibit B, attached hereto and incorporated herein by this reference. All future CITY adjustments to the base capacity charge will apply on an equal basis to DISTRICT and CITY customers.

4.4 It is agreed by the CITY and the COUNTY that all capacity charges collected and paid over to the CITY pursuant to this agreement shall be held in an interest-bearing fund established by the CITY. All amounts deposited to such fund, including interest, shall be used solely for capital replacements during the life of the facility and/or expansion or replacement of the facility capacity.

4.5 The CITY's primary source of revenue available to fund the provision of municipal services is the CITY's municipal sales tax. It is agreed by the parties to this agreement that the continued financial ability of the CITY to provide essential government services to its citizens and visitors is dependent upon the protection of the CITY's existing sales tax base and continued growth of the CITY's sales tax base in the future. The CITY would not enter into this agreement absent the provisions of this Section 4.5, which are intended to enable the CITY to protect its existing and future municipal sales tax base.

4.5.1 It is agreed that the CITY shall not be obligated to accept wastewater for treatment pursuant to this agreement from any property that is approved by the COUNTY for a retail or commercial use which generates sales tax revenue pursuant to Title 39, Article 26, Part 1, Colorado Revised Statutes, entitled "Emergency Retail Sales Tax Act of 1935" or any successor legislation governing sales tax, which approval by the COUNTY occurs after the effective date of this agreement, unless the property is first annexed into the CITY or the CITY gives its express written consent to accept the wastewater from said property for treatment.

4.5.2 Pursuant to this section, the granting of the CITY's consent shall be in the sole discretion of the CITY, and the granting of such consent for any property shall not obligate the CITY to grant such consent for any other property, regardless of how similar the use of the property, or any aspect thereof, may be to former property to which the CITY consented.

4.6 In addition to the capacity charges set forth in this agreement, the COUNTY shall be responsible for it's proportion of the costs to make any improvements to the CITY's wastewater collection system that may become necessary in order that said system would have adequate capacity to convey the wastewater from the UGB and 3 Mile Planning area to the CITY's facility.

ARTICLE 5
OPERATION

5.1 The CITY agrees to operate and maintain the facility in accordance with State and Federal requirements for the term of this agreement, at the CITY'S sole expense.

5.2 During the term of this agreement, the CITY shall treat at its facility all wastewater delivered to it from the 3 Mile Planning Area through the COUNTY systems as outlined in Article 4 of this agreement, which is delivered in accordance with the terms of this agreement.

5.3 During the term of this agreement, the COUNTY shall be responsible for the operation and maintenance of all wastewater collection systems of the DISTRICT, including but not limited to mains, lines, manholes, and lift stations, at the COUNTY'S sole expense.

5.4 During the term of this agreement, the CITY shall have the right to examine and approve, prior to the construction by the COUNTY, all of the COUNTY'S engineering drawings and specifications relevant to additional wastewater collection systems of the DISTRICT which are connected to the Wastewater Treatment Facility, and to inspect all construction activities performed by the COUNTY of new or additional wastewater collection systems.

ARTICLE 6
USER FEES

6.1 As consideration for the CITY'S operation of the facility under this agreement, and the treatment of the COUNTY'S wastewater pursuant hereto, the COUNTY shall pay to the CITY a fee for each 1,000 gallons of wastewater treated in accordance with a Cost of Service Analysis. The fee may be adjusted annually in accordance with a Cost of Service Analysis prepared by the CITY based on a formula on an equal basis with the CITY customers. The fee may be adjusted annually in accordance with report recommendations, or revised reports. The actual cost to the CITY of wastewater treatment shall be determined in accordance with the requirements of Public Law 92-500, Public Law 95-217, subsequent amendments thereto, and the regulations regarding user charges adopted pursuant thereto. The CITY agrees to furnish to the COUNTY, on an annual basis or when requested, such information as may be necessary to enable the COUNTY to assess the CITY'S determination of the actual costs incurred by the CITY in providing wastewater treatment to the COUNTY, and to all other classes of customers served by the CITY, including all information used or to be used by the CITY for the purposes of developing any changes in its rate schedule.

6.2 A master flow measuring device approved by the CITY shall be required to be installed by the COUNTY for each point entering the CITY system.

6.3 The flow measuring devices that enables the CITY to determine the flow from the DISTRICT'S collection systems shall be maintained and operated by the CITY, at the expense of the COUNTY. The CITY, at its discretion and cost, may cause such device to be examined for accuracy by an independent third party. The maintenance and correction of any inaccuracy in the flow measuring device, shall be the responsibility of the COUNTY.

6.4 The wastewater delivered to the facility by the DISTRICT shall not exceed the following loadings:

A. Sustained average of 300 MG/L of BOD;

B. Sustained average of 300 MG/L of T.S.S.

6.5 The COUNTY will not discharge any wastewater that does not comply with the CITY's sewer use codes and ordinances. If such a discharge occurs, the COUNTY will cease such discharge immediately. The COUNTY will be liable for all additional costs, expenses, or fines resulting from such a discharge.

6.6 The COUNTY shall pay within ten (10) days of receipt of an invoice from the CITY the user fees due and payable to the CITY, which shall be billed on a monthly basis.

6.7 The COUNTY agrees that it will impose regulations upon the use of the DISTRICT'S wastewater collection systems that are equivalent to the regulations imposed upon users of the CITY'S sewer system, including but not limited to pretreatment.

6.8 During the term of this agreement, the COUNTY shall exercise the best maintenance and management practices to control infiltration and in-flow of ground water into the DISTRICT'S collection systems. Upon written notice from the CITY to the COUNTY of excessive infiltration and in-flow occurring in the DISTRICT'S collection systems, the COUNTY shall take such actions as are necessary to abate the infiltration and in-flow within two (2) construction seasons. Should the COUNTY fail to abate the infiltration within such time, the CITY may impose a premium rate for the excessive wastewater being collected by the DISTRICT.

ARTICLE 7
TEMPORARY DISCONTINUANCE OF SERVICE

7.1 The CITY may temporarily discontinue wastewater treatment services to the COUNTY in the event that:

A. Such discontinuance is required by an injunction, restraining order, or other judgement or order issued by a court having jurisdiction, or by an order of any other governmental agency having jurisdiction; or

B. The COUNTY'S waste characteristics exceed the parameters set forth in paragraph 6.4 hereof to such extent that the CITY, through no fault of its own, is unable to comply with stream, effluent, or other environmental standards established by any governmental authority having jurisdiction, or suffers excessive damages to its facilities; or

C. Discontinuance of service is required in order to prevent loss of biological treatment capability due to the existence of toxic substances and wastewater delivered to the facility.

7.2 The CITY agrees to provide the COUNTY with not less than ten (10) days written notice prior to discontinuance of services pursuant to paragraph 7.1 above; provided, however, that the CITY shall be required to provide the COUNTY with only such advance written notice as may be possible in the event that immediate discontinuance is required by law, or in the event that immediate discontinuance becomes necessary pursuant to paragraph 7.1(C) above. In addition to the written notice as herein provided for, the CITY shall give immediate notice to the COUNTY by telephone of any impending discontinuance of service. During any period of impending discontinuance of service, the CITY and the COUNTY agree to cooperate with each other to use all reasonable available means to prevent any such discontinuance.

7.3 In the event that service to the COUNTY shall have been discontinued in accordance with the provisions of this article, the CITY and COUNTY shall promptly and diligently seek restoration of service to the COUNTY upon a resolution of the condition that shall have caused such discontinuance.

ARTICLE 8
REGULATORY JURISDICTION OF THE FACILITY

8.1 Regulatory jurisdiction over the CITY'S facility on the manner of wastewater treatment and the discharge of treated wastewater is currently exercised by the Colorado Department of Public Health and Environment and the United States Environmental Protection Agency. The terms and conditions of this agreement are made under the assumption that there will be no significant changes to the regulations under which the CITY is permitted to operate its facility during

the term of this agreement. Should the regulations under which the CITY operates the facility change so as to require a reduction of facility capacity or require changes in waste treatment in order to comply with any new or amended regulations, the terms of this agreement will be altered in order to offset the effects of such changes.

ARTICLE 9
DISPUTE RESOLUTION

9.1 The provisions of Waste Treatment of the wastewater generated by residents and other users located within the CITY and District is an essential government service which is necessary to protect not only the health and safety of residents of the CITY and the DISTRICT, but is also necessary to protect the quality of surface and subsurface waters of surrounding regions and waters of the State of Colorado.

9.2 As a result of the essential nature of the governmental services to be provided pursuant to this agreement, neither the CITY nor the DISTRICT are free to withdraw from this agreement absent alternative means of Waste Treatment being provided to the residents and users served by the DISTRICT. The siting, construction, and operation of additional wastewater treatment facilities to serve residents and users located in the DISTRICT would be politically and legally difficult and economically inefficient. Additional wastewater treatment facilities to serve the residents and users located in the DISTRICT are not likely in the foreseeable future.

9.3 The parties to this agreement have attempted to anticipate future circumstances that may have an effect upon the rights and obligations of the parties pursuant to this agreement. Despite the best efforts of the parties to anticipate such future circumstances, the parties agree there must be a method and process to resolve any future disputes that may arise as a result of changes in circumstances arising after the date of approval and execution of this agreement.

9.4 Should either party to this agreement feel that a modification to this agreement is necessary due to a change in circumstances arising after the date of approval and execution of this agreement, said party shall invoke the following dispute resolution process:

9.4.1 A meeting shall be held promptly between the parties to attempt, in good faith, to negotiate a resolution of the dispute.

9.4.2 If, within thirty days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the Colorado Dispute Resolution Act, and to bear equally the cost of mediation.

9.4.3 The parties will jointly appoint a mutually acceptable mediator, if they have been unable to agree upon such appointment within thirty days from the conclusion of the negotiation period, the mediator shall be appointed by the Director of the Office of Dispute Resolution within the Judicial Department of the State of Colorado.

9.4.4 The parties agree to participate in good faith in mediation and negotiations related thereto for a period of thirty days. If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration in accordance with the Uniform Arbitration Act of 1975. The parties shall attempt to mutually agree upon an arbitrator with experience and knowledge in the field of wastewater treatment services. If the parties are unable to agree upon an arbitrator within twenty days after the end of mediation, the parties shall select an arbitration panel of three arbitrators as follows: The COUNTY shall pick one member of the panel, the CITY shall pick one member of the panel, and the members selected by the COUNTY and the CITY shall select the third member of the panel. Judgement upon the award rendered by the arbitrator or arbitrators shall be final and may be entered in any court having jurisdiction.

9.4.5 The parties agree that the arbitrator or arbitrators shall have the authority to reform this agreement should the same be necessary to achieve a fair and equitable result to both parties, in light of surrounding circumstances as they exist at the time of such arbitration.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Either party to this agreement shall have the right to seek specific performance of this agreement in the event of default hereunder for violation of the terms and conditions contained herein upon first giving the defaulting party thirty (30) days written notice of the claimed default, which default continues after thirty (30) days written notice. In addition to such right of specific performance, the non-defaulting party shall have such other remedies at law or in equity as might otherwise be available.

10.2 The failure of either party to insist upon the strict performance of any of the terms, conditions, and covenants contained herein shall not be construed or deemed to be a waiver of any rights or remedies under this agreement, and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, or covenants of this agreement.

10.3 All notices and communications required by this agreement shall be in writing and shall be either personally delivered or shall be sent by certified mail, return receipt requested, to the addresses set forth following the signatures of the parties to this agreement. Notice shall be deemed given properly when personally delivered or mailed to such addresses. Any party may change its address by giving written notice of the change of address to the other party in the manner herein provided.

10.4 This written agreement contains the entire and only agreement between the parties. No oral statements or representations not contained in this agreement shall be of any force and effect between said parties. This agreement shall not be modified or amended in any manner, except by written instrument executed by the parties.

10.5 This agreement is entered into at Gunnison County, Colorado and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado.

10.6 It is agreed that if any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation, or construction of this agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, as well as all costs incurred in the prosecution or defense of such action.

10.7 If any term, provision, or paragraph of this agreement, or the application thereof, be invalid or unenforceable, the remainder of this agreement or the application of such terms, provisions, and paragraphs other than that which is held to be invalid or unenforceable, shall not be affected thereby, and each of the remaining terms, provisions, and paragraphs of the agreement shall be valid and enforceable to the extent permitted by law.

This agreement and the terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto. This agreement amends and supercedes any and all prior or existing agreements for wastewater services.

IN WITNESS WHEREOF, this agreement is made and executed the day and year first above written.

CITY OF GUNNISON,
A COLORADO HOME RULE MUNICIPALITY

By _____
Jesse Stone; Mayor

City of Gunnison; Manager
201 West Virginia Avenue
Gunnison, Colorado 81230

ATTEST:

_____
Margaret Anderson; City Clerk

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By _____
Fred Field; Chairman

County of Gunnison; Manager
200 East Virginia Avenue
Gunnison, Colorado 81230

ATTEST:

_____
Joanne Reitinger; County Clerk

Isabel Stone Co. Gunnison Business Plan
PO Box 915 , Gunnison, CO 81230

At Isabel Stone Co. we are thrilled about selling stone in Gunnison, Colorado, especially considering the region's natural beauty and the demand for landscaping materials.

With a focus on service, Isabel Stone Co. is with you from concept to completion. We believe in the integrity of our products and will continue to strive to develop strong and lasting relationships with our clients. Offering an array of products including natural stone, concrete, porcelain, and cultured stone products, we can also assist you with your custom fabrication needs. Our team offers over 30 years combined experience in the stone industry to provide you with the best results for your projects.

Our target customers include homeowners, landscapers, contractors, and businesses that require stone for various projects. Since Vail Associates purchased the Crested Butte Resort, our Carbondale location has seen a significant increase in the sales volume to the Crested Butte area. We are also seeing a growing interest from the Telluride, Montrose and Ridgeway areas.

Our products include:

- Veneer is a facing of stone that can be used on decorative surfaces and is non load bearing. Isabel Stone carries both Thin Sawn Veneer and Full Bed Veneer.
- Flagstone is a thin slab of stone that is commonly used for walkways, driveways, patios, etc. Flagstone is usually a fine grain sandstone, but other types of stone may be used. Isabel Stone sells flagstone in 1.25" and 2" thickness.
- Beams can be used to retain grading, as walls, seating, and for decoration. They come in a variety of sizes and colors.
- Boulders can be used as accents, to add texture, or to help retain grades. We sell boulders in a variety of colors and sizes.
- Cobble: Isabel Stone Co. sells cobble in the following sizes: 1/2-1", 1-2", 2-3", 2-5".
- Pavers are a variety of flat stone that can be used as the surface of patios, walkways, and driveways. Pavers are made from a variety of materials including natural stone, porcelain, and concrete.

- Concrete blocks, grass pavers and other supplies, including astro turf, supplied by our vendors.

We have identified smaller and less extensive existing stone suppliers in the Gunnison and nearby areas, so we are very excited to provide a more extensive and large variety of product to this area. All of our contacts thus far have been excited for the stone yard to open and look forward to the prospect of having a selection of products available to the local shoppers. We have identified contractors, architects, landscape architects, masons and homeowners who are excited for Isabel Stone Co. Gunnison to be open and operating.

We anticipate 1.0 million- 2.0 million in revenue for our first operating year, with expectations up to 4-5 million over the next 5 years. While there will be some overhead costs, such as infrastructure, buildings and inventory, we are anticipating a lucrative and successful position to be established over the next few years.

The Isabel Stone Co. has developed a branding strategy that highlights the quality, variety, and reliability of your stone products. Our marketing plan includes online and offline tactics, such as building a website, social media marketing, local advertising, and participating in trade shows or home improvement expos. We have started to establish partnerships with local landscapers, contractors, and home builders to secure bulk orders and ongoing business relationships.

As soon as our lease is approved, we have an excavator ready to help install our power and utilities to a temporary office trailer. The trailer will be brought down from our Carbondale yard along with a forklift and delivery truck to meet the immediate needs of the local clientele. Wayne Griffin, our regional sales person, is relocating to the Gunnison area and will be managing daily operations. We have local architect, Jody Reeser, helping develop a suitable site plan for the lease application, and she is onboarded to help with building plans, foundation plans and any other submittals

necessary to obtain building permits and construction of future buildings. Geoff Blaisdell, a local contractor, will be overseeing infrastructure and initial building plans, logistics and construction. We hope to start with the vehicle warehouse/shop, as that is most readily available and potentially viable to have installed before winter if all goes accordingly. Our largest vendor, MSI, has semi trucks waiting to ship as soon as we are ready with inventory. Customers can pre-order, special order, or shop from the current inventory available. We will have a display area with various options of stone, colors and varieties to look at and choose from if they do not see what they want on site. All of our vendors are eager and ready to provide their products to our new location in Gunnison.

Isabel Stone Co. Gunnison is currently being funded as an extension from our Carbondale location as well as backing from the owners, Mary Bright and Rio Crandall. We expect to procure additional loans as needed during the build out and growing stage, but have enough capital and backing currently to begin operations. We also have a number of large orders and prospective orders waiting to help keep operations lucrative.

As we grow we will also ensure compliance with local zoning regulations, permits, and licensing requirements for operating a stone supply business in Gunnison, Colorado. We have consulted with legal advisors to draft contracts, terms of service, and other necessary documents to protect the business interests. We look forward to working with the City of Gunnison to make sure all sales tax, use taxes and building permit fees are paid and processed appropriately. We are eager to be able to open our doors as soon as possible and become a reputable name in the Gunnison area.

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website:https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Email: planning@gunnisoncounty.org

GOLD BASIN INDUSTRIAL PARK
SPECIAL AREA PERMIT APPLICATION

APPLICANT: Isabel Stone Company		
MAILING ADDRESS: 87 County Road 103		
CITY: Carbondale	**STATE:** CO	**ZIP:** 81623
PHONE (day):	**(evening):**	
FAX:	**E-MAIL ADDRESS:** mary@isabelstone.co	
PRIMARY CONTACT PERSON and AUTHORIZED REPRESENTATIVE (The person the Community Development Department should contact regarding scheduling of meetings and information for this application. A **NOTARIZED LETTER** from the Lessee authorizing the representative must be submitted.) **NAME:** Geoffrey Blaisdell		
MAILING ADDRESS: 3 Porcupine court.		
CITY: Crested Butte	**STATE:** CO	**ZIP:** 81225
PHONE (day): 978-473-9256	**(evening):**	
FAX:	**E-MAIL ADDRESS:** geoff@gbgcbuild.com	

As needed to provide complete information, submit the following, attached to this application:

A. **LEASEHOLD AREA LOCATION.** The Leasehold Area address at which the business, commercial or industrial operation is proposed to be located.

1. **PROJECT DESCRIPTION**. A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:
2. **BUSINESS, COMMERCIAL OR INDUSTRIAL OPERATION**. A description of the proposed business, commercial or industrial operation.
3. **NUMBER OF EMPLOYEES.** Number of employees required for the operation
4. **HOURS OF OPERATION.** The hours of daily operation, and the days of the week in which the business, commercial or industrial operation is proposed to be conducted.
5. **CONSTRUCTION.** The amount of square footage proposed for the structures, and the types of materials to be used in the structures.

6. **TRAFFIC.** Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.

B. PHASES. If the business, commercial or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.

C. COPIES OF SITE DEVELOPMENT PLAN. Copies of the Site Plan are required to be submitted, to include a scaled drawing of the Leasehold Area, boundary lines and front, rear and side setback lines of the Leasehold Area, and the following:

1. **STRUCTURES AND/OR DEFINED AREAS OF ACTIVITY.** The shape, composition and locations of all existing and proposed structures.
2. **DISTANCES OF STRUCTURES TO LEASEHOLD AREA LINES.** Location and distance from lot lines to existing and proposed structures, rights-of-way, location of the proposed access.
3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these Regulations.

D. FOUNDATION PLAN. Foundation plan, stamped by a qualified professional engineer licensed in the State of Colorado, and including detail of size, height and reinforcement used in footers and foundation walls, size and spacing of concrete pads.

E. COMPLETE FLOOR PLAN. As applicable, complete floor plan of any structures, including dimensions and uses of each room, and window and door locations and sizes.

F. FRAMING PLAN/ CROSS SECTIONS. Framing plan/cross sections, including structural makeup of building, species and grade of lumber, size and spacing of rafters, joists, studs, construction materials and thickness of walls and roofs. Trusses (beams carrying heavy loads), and complex roof designs must be designed and stamped by a qualified professional engineer licensed in the State of Colorado

G. ELEVATION PLAN Elevation plan showing finished grade and all sides of the structures.

H. EXTERIOR LIGHTING PLAN. An exterior lighting plan, pursuant to the applicable requirements of the *Gunnison County Land Use Resolution*.

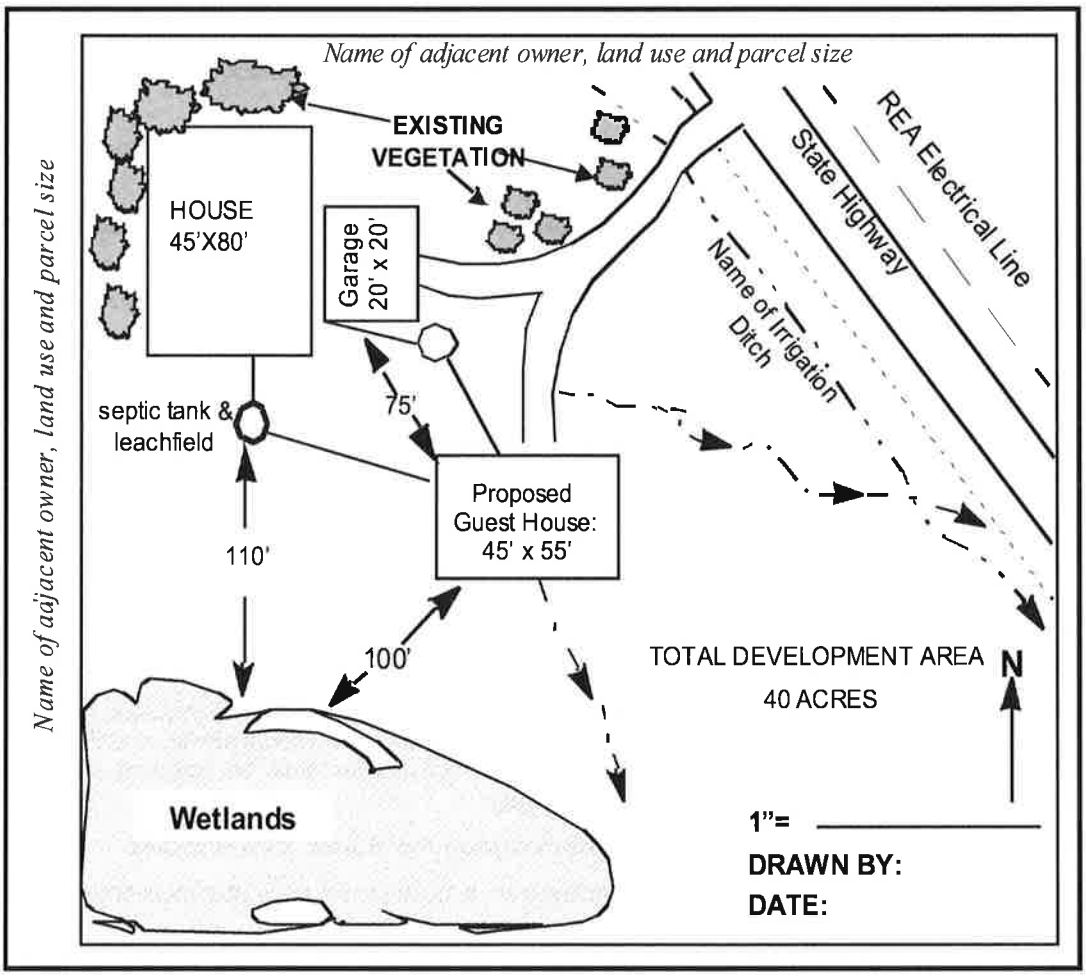
I. DRAINAGE PLAN. A drainage plan for the Leasehold Area, showing compliance with the Master Drainage Plan.

J. LANDSCAPING PLAN. A landscaping plan, pursuant to the standards of these *Regulations*.

K. LEASE AGREEMENT. A copy of the lease agreement between the applicant as Lessee of a Leasehold Area within the Gold Basin Industrial Park Special Area, or documentation from the Gunnison County Manager that the lease agreement will be approved by the Board.

L. COLORADO DEPARTMENT OF HEALTH APPROVAL. Documentation of approval of the proposed construction by the Colorado Department of Public Health and Environment.

SITE PLAN EXAMPLE





NOTICE REGARDING U.S. FISH AND WILDLIFE SERVICE DETERMINATION THAT GUNNISON SAGE-GROUSE IS A THREATENED SPECIES

- The U.S. Fish and Wildlife Service has determined, effective December 22, 2014, threatened species status under the Endangered Species Act of 1973, as amended, for the Gunnison Sage-grouse.
- Gunnison County approval of this County permit is not U.S. Fish and Wildlife Service approval of any activity described or authorized by this County permit.
- Gunnison County is not and does not act as your representative with regard to consultation with the U.S. Fish and Wildlife Service or performance of U.S. Fish and Wildlife Service requirements.

Date: **May 17th, 2024**
To: **Hillary Seminick, Planning Director**
From: **Design Review Committee/Board of County Commissioners**
RE: **DETERMINATION OF DESIGN REVIEW COMMITTEE DECISION**

Application Type: Gold Basin Industrial Park Special Area Permit for Isabel Stone Company.
Location: Gold Basin Industrial Park, Leasehold __2__

Landscaping: The Design Review Committee (DRC) approves the submitted plan, as submitted in Exhibit D.

Signs: The DRC approves the submitted sign plan, as set forth in Exhibit D.

Parking – The applicant has identified parking for the types and volume of traffic that will be generated by the use that complies with the standard of the Regulations. The parking area must be paved or graveled. No backing onto Basin Park Drive will be allowed.

A designated area for snow storage is not required as use of the area and the amount of snow may cause the snow storage area to change. In no case shall any of the snow be plowed into the right-of-way of Basin Park Drive, or plowed in such a way as to negatively impact other leaseholds or landscaped areas.

Storage and Loading Areas -- The DRC has reviewed the application and confirmed that no loading areas or docks will be closer than ten feet to the abutting street. Vehicles will not be required to be stored inside a building, as the visual impact of a structure large enough to house equipment can be greater than the impact of the parked vehicles. However, vehicles and equipment need to be placed in an orderly fashion. No vehicles or equipment, other than those used as part of the active operation of the subject business, will be permitted to be stored on the leasehold. Products stored onsite must also be stored in an orderly fashion.

Site Coverage – No building permit has been submitted at this time. This item will be addressed as part of building permit review.

Building Height Restrictions – No building permit has been submitted at this time. This item will be addressed as part of building permit review.

View Obstructions – The DRC approves the submitted plan which indicates no view obstructions.

Gas Tanks and Water Softener Units – If propane is needed at a later date the tank must be screened per the Standards.

Mailbox Design – No mailbox has been requested as part of this application; the applicant is required to obtain DRC approval to install a mailbox onsite. The Lessor work with the United States Post Office to use the common site.

Exterior Lighting – Exterior lighting shall conform with the Gunnison County Land Use Resolution as part of building permit review.

Stormwater Management – The DRC approves the submitted stormwater management plan, as set forth in Exhibit D. The plan will not be submitted to the City of Gunnison for their review since none of their properties or facilities will be impacted by the plan.

Wells and General Drilling – No wells are allowed.

Wireless Telecommunication Devices and Structures – None proposed

Utility Connections – The DRC approves the Utility Plan, as set forth in Exhibit D. There are utility cabinets above ground. They were minimized to the extent possible by using one cabinet per two leasehold areas. All utilities shall be installed per industry standards.

Use of Name – Not applicable

Excavation -- Excavation that is proposed at this time is limited to installation of utilities, it will be minimal and will be monitored by Gunnison County per their agreement with the Colorado Department of Public Health and the Environment/Department of Energy. At the time a building permit application is submitted it will be forwarded to the Colorado Department of Public Health and Environment/Department of Energy for their approval.

Noise Sensitive Uses - The leasehold area lease includes an aviation easement that recognizes that the leaseholds will be subject to airport noise.

Irrigation - Water will be provided by the Dos Rios Water Treatment Plant. An automatic irrigation system will not be required for this lot. The goal of the DRC is that the landscaping be kept alive and flourishing, not to mandate the type of irrigation delivery.

Design Standard – Landscaping

Gunnison County is working to maintain a landscaping plan for the park that provides a unified common theme both for the external perimeter adjacent to Gold Basin Road and for Basin Park Drive.

A 50 foot common area is being designated within the GBIP (PARK) lots that abut Gold Basin Road. Additional soil will be hauled to the site for landscaping purposes.

The outside boundary of the PARK will be fenced with a wooden fence with trees, shrubs, and large decorative rocks in groupings. The groupings will provide visual relief to motoring traffic, bicycles and pedestrians. This landscaping is not designed to be a barrier blocking all the buildings and activities in the PARK, but rather to be a focal point that will pull attention to itself rather than the PARK. A central irrigation drip system supplied by the Dos Rios Water system is installed to water the trees and shrubs.

The common area along Gold Basin Road which will be landscaped is well out of the distance needed by the Gunnison County Public Works Department for snow plowing. It will be on the property line. This area is not impacted by snow removal operations.

Basin Park Drive has been constructed and 3:1 slopes built along the slopes of the road. Each leasehold will be required to provide landscaping near the roadside of their lot, placed in a manner that will not negatively impact visibility on the road or access. This landscaping will be watered by the leaseholder at their expense. The landscaping will be located on or within the leasehold line which will keep it from being damaged by snow removal. Additional landscaping may be required during the review of the building permit application to enhance the visual appeal or minimize the visual size of the building.

Design Standard – Signs

Each business will be identified on the main Gold Basin Industrial Park sign that will be part of the entry feature. If an additional sign is desired the lessee will be required to obtain a sign permit and install a sign compliant with the current regulations.

Exhibit - Exterior Lighting

All exterior lighting allowed in the PARK will conform to the standards required by the Gunnison County Land Use Resolution. The specifications for the type and design of lighting required is available at the Gunnison County Community Development Department. These lights will minimize the impact of the PARK on the neighbors, the airport, and the Observatory.

Exterior individual building lighting will be submitted as part of the building permit application process.

Design Standard - Stormwater Management

Locations and designs of buildings on individual leasehold areas, and, as applicable, any other impervious surfaces, are required to comply with the plan; compliance of individual Building Permits with it is subject to approval at the time Building Permits are applied for. Generally, the water will be directed to the southeast and the southwest corners of Leasehold 7. The collection basins may be identified as common areas so that maintenance costs may be shared by all leaseholds.

Design Standard - Utilities

Gunnison County has extended water, sewer, electric and phone to each leasehold.

Water will be provided by the Dos Rios Water Treatment Plant, which has the capacity to serve all uses contemplated in the Park. Lessees will be required to pay the tap fee appropriate to the size of their service and will be billed quarterly for use by Gunnison County.

Sewer collection will be provided by Gunnison County Utility Department. The waste will be treated at the City of Gunnison Wastewater Treatment Plant. After approval by the City of Gunnison per the lease agreement regarding the type of waste being generated, the lessee will be required to pay the tap fee appropriate to the size of the service and will be billed quarterly for use by Gunnison County.

Electricity is supplied by the City of Gunnison.

May 17, 2024

Michael Cosby
Uranium Mill Tailings Program
Colorado Department of Public Health and Environment
222 South 6th Street, Room 232
Grand Junction, CO 81501

Dear Mike:

This letter is a request for your approval of a Landscaping Company Operation on Leasehold 2 in the Gold Basin Industrial Park. Isabel Stone Company has applied for a lease and met County Requirements. Isabel Stone offers an array of products including natural stone, concrete, porcelain, and cultured stone products, and can also assist with your custom fabrication needs.

The utilities to the site is electricity will be coordinated to minimize the impact to the existing soil. A certified P.E. will be on site with the Ludlum instrument to do the necessary monitoring and assist in the location of select fill areas.

The immediate office shown on the plans is actually a portable trailer unit. It is on wheels or skids, so there will be no ground penetration. Future plans for construction will comply with the Gunnison County Land Use Resolution and Gold Basin Industrial Park Regulations and attain CDPHE approval.

Storm water shall be directed based on the global plan for stormwater management into a pond in the southwest corner of Leasehold 1. Due to the placement of fill to establish drainage there will be limited excavation that effects drainage.

During excavation material will be handled in a “last out, first-in” order. Any excess excavated material will be kept on the Leasehold and used as landscape berms. They will be covered with a minimum of six inches of topsoil and either seeded, or if necessary sprayed with magnesium chloride to prevent blowing dust until such time as they can be seeded. A County water truck will be available to spray construction areas and minimize any dust blowing from the construction site.

We will direct the excavations in a way that should minimize the possibility of encountering ground water. If ground water is encountered it will be kept on site by pumping and spraying it onto the ground on the north end of Leasehold 2.

Our department is in the process of obtaining the needed land use change permit, which is an Administrative Review since the Park is a Special Geographic Area.

All workers hired by the Contractor working on the project will be required to attend a pre-construction meeting and the Worker Safety and Hygiene Procedures provided to the County by CDPHE will be reviewed, and all workers will be advised that procedures must be followed if they are to continue to work on the project. Workers will be required to leave the site for lunch and breaks and instructed in proper procedures for washing hands and boots.

If you have any questions or need additional information, please give me a call. I look forward to receiving your approvals so we are able to move forward in a timely manner.

Sincerely,



Martin Schmidt
Assistant County Manager for Public Works

Cc: Matthew Birnie
County Manager
200 East Virginia
Gunnison, CO 81230

COLORADO
Department of Public Health & Environment

Martin Schmidt
Assistant County Manager/Public Works Director
Public Works Department
195 Basin Park Drive
Gunnison, CO 81230

17 March 2020

SUBJECT: Proposed Gunnison Landscaping Company Operations at Gold Basin Industrial Park, Leasehold 2, Gunnison, Colorado

Dear Mr. Schmidt:

The Colorado Department of Public Health and Environment (CDPHE) received your letter dated 17 May 2024, requesting review and approval of design plans for a proposed Landscaping Company Operations site at Gold Basin Industrial Park (the Park).

The former mill site was remediated under Title I of the Uranium Mill Tailing Radiation Control Act of 1978 (UMTRCA). As mill tailings remain post cleanup, deed restrictions were placed on the property by the State of Colorado during the transfer of ownership to the County and require both CDPHE and U.S. Department of Energy (DOE) approval prior to construction on the property.

According to the submittal, CDPHE understands that Isabel Stone Company will be operating a Landscaping company on Leasehold 2 of the Park. The office is a portable trailer unit. It is on wheels or skids, so there will be no ground penetration. Soil handling will be performed in accordance with the Uranium Mill Tailings Management Plan in a "last out, first-in" order. Any excess excavated material will be kept on the Leasehold and used as landscape berms. They will be covered with a minimum of six inches of topsoil and either seeded, or if necessary sprayed with magnesium chloride to prevent blowing dust until such time as they can be seeded. A County water truck will be available to spray construction
areas and minimize any dust blowing from the construction site. If ground water is encountered it will be kept on site by pumping and spraying it onto the ground on the north end of Leasehold 2.

CDPHE understands that worker safety protocols will be followed, and that the road to the site will have a fabric laid down with road base properly compacted on top of it. No water, gas, or sewer will be necessary for these operations so no trenching for these will be necessary. Electricity will be placed in a trench in accordance with the submitted plan

CDPHE reviewed the submittal by the County. All proposed construction activities are to be considered (and handled) as if it is occurring on contaminated soil and is to be addressed as such.

CDPHE approval (granted) of Gunnison County's proposed project is contingent on the following conditions:

1. CDPHE's approval applies only to the submitted documents.

2. The area immediately surrounding the onsite shed will be kept free of any debris or soil in order to keep good airflow underneath. If this is not possible, that an approved radon mitigation system will be required below the structure. This is to lower the potential radon intrusion into the structure. At no time shall this structure be for a residence nor shall there be any overnight stays in the structure.

3. Worker safety and hygiene practices associated with the exposure or handling of this potentially contaminated soil, which may include thorium-230, will be followed when working with any and all excavated materials onsite. A Ludlum Model 19 will not detect the presence of thorium-230; soil sampling and laboratory analysis are needed to determine the presence of this constituent. As such, CDPHE requires that the list of worker safety and hygiene procedures which were provided to Gunnison County in April 2012 are to be included as an attachment to work documents provided to site workers performing any activities at the site. These should be reviewed with the workers. CDPHE requires these procedures be included in design documents for all proposed construction projects submitted to the CDPHE for approval, if any soil disturbing activities are to occur. These include, but are not limited to, adequate dust control in effect during excavation and dirt moving activities in the work zone, site workers refraining from eating or drinking in the work zone, and site workers ensuring work clothing and boots are clean and hands are washed when exiting the work zone. As this business is to include regular outdoor activities on uncapped soil, these procedures should be followed as a daily practice.

4. If during scraping (or any other dirt work) activities excavated materials needs to be removed from the site, they should be hauled to the Grand Junction Disposal Facility. If no excavated material can be hauled to the Grand Junction Disposal Facility or other acceptable licensed facility, then no excavated material may be removed from the property. If no material is to be removed from the property, material is to be replaced in the excavation by the "last-out, first-in" order. If site workers are unable to replace all excavated materials into their original placement, soil is to be stockpiled within the boundaries of the Park, in landscaped berms covered with 6 inches of topsoil. The placement of these berms should be shown on a site plan and submitted to CDPHE at the end of start-up operations and after any subsequent soil movement.

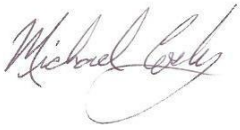
5. If ground water is encountered, it should remain insitu if at all possible. .

6. Within 6 months of onsite work completion, the County will submit a written completion report to CDPHE which provides information about any unusual conditions encountered during construction. It is also required that a set of as-built drawings be submitted to the CDPHE. This drawing set must include the location, volume, and cover thickness of the berms of potentially contaminated material if any were created. If the berms are re-vegetated, a list of what plants were used shall be included.

additionally, please contact CDPHE if its analysis of proposed construction activities is inaccurate in any way.

CDPHE should be informed of the starting date of the project and any delays which may occur so that site visits can coincide with construction. Please keep CDPHE and the DOE informed if there are any significant delays of the project and any potential problems encountered during construction.

Please contact me at (970) 248-7171, or by email at michael.cosby@state.co.us, with any questions about this approval.



Sincerely,

Michael Cosby
Uranium Mill Tailings Program
Colorado Department of Public Health and Environment
222 South 6th Street, Room 232
Grand Junction, Colorado 81501
Phone (970) 248.7171
Fax (970) 248.7198

cc: Meghan Hurt DOE
Ashley Lawerence CDPHE
File

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order 2025*0120; Gunnison County Health and H

Action Requested: County Manager Signature

Parties to the Agreement: State of Colorado for the use & benefit of the Department of Public Health and Environment

Term Begins: July 1, 2024 **Term Ends:** **Grant Contract #:**

Summary:

ADDITIONAL PROVISIONS-
To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 23 FAA 00023.

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/5/2024

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

Comments:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

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

Agenda Date: 6/18/2024

Revised April 2015

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 For the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Main Task Order Contract Number 23 FAA 00023 **Task Order Number** 2025*0120	**Task Order Performance Beginning Date** The later of the Task Order Effective Date or July 1, 2024
Task Order Maximum Amount **Initial Term** State Fiscal Year 2025 $47,426.00 **Extension Terms** Total for All State Fiscal Years $47,426.00	**Task Order Expiration Date** **June 30, 2025** 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:** Monthly **Funding Source:** Federal $47,426.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any): NA**
State Representative Stephanie Burke PHEP Program Manager Office of Emergency Preparedness and Response Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Stephanie.burke@state.co.us	**Contractor Representative** Matthew Birnie County Manager Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions	
Contract Purpose The Public Health Emergency Preparedness program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.	

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In accordance with **§4.B** of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2024,** whichever is later.

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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.

CONTRACTOR **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **For the use and benefit of the** **Gunnison County Department of Health and Human Services**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
Matthew Birnie _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
Joni Reynolds _____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

-- Signature Page End --

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 23 FAA 00023

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. 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.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor lisa.sparrow@state.co.us.

   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 forty-five (45) 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 thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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.

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4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.

5. Contractor shall comply to the provisions of 45 CFR Part 75.

6. CDC Additional Requirements apply to this project.

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STATEMENT OF WORK
To Original Contract Number: 2025*0120

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions:

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

III. Work Plan:

Goal #1: To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.	
Primary Activity #1	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.

Sub-Activities #1	1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel: a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax b. Ad-hoc response systems c. Staff who are trained to conduct routine disease investigations to include: i. Case reporting ii. Outbreak reporting d. Staff who can support surge requirements in response to disease-related events. e. Staff who can respond to emergencies that threaten public health to include; i. immediate after-hours response to high risk disease situations
Sub-Activities #2	1. The Contractor shall create or update a local public health response plan for disease events that includes: a. Processes for requesting additional assistance when disease response exceeds local capacity.
Sub-Activities #3	1. The Contractor shall maintain accurate disease investigation data. a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system. b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted 2. The Contractor shall maintain complete and accurate outbreak investigation data. a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary). b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted.
Sub-Activities #4	1. The Contractor shall assess disease investigation metrics reports provided to them. a. The Contractor shall resolve any issues identified in the investigation metrics reports. b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.
Sub-Activities #5	1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following: a. Initial Outbreak Report. b. Final Outbreak Report.
Sub-Activities #6	1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks transmitted by: i. contact with environmental sources ii. contact with infected people or animals iii. through an indeterminate/unknown mode

Sub-Activities #7	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
Sub-Activities #8	1. The Contractor shall review response to recent disease events. a. Data shall be reviewed from COVID-19. b. Other recent communicable disease event responses: i. lessons learned shall be identified ii. best practices shall be identified 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
Primary Activity #2	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
Sub-Activities #1	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction. b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction. c. The Contractor shall attend statewide Communicable Disease Epi Update calls. d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.
Sub-Activities #2	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; a. Epidemiology activities. b. Agency epidemiology capacity.
Sub-Activities #3	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: a. To enhance early detection of infectious disease outbreaks, b. To enhance rapid response to disease outbreaks, c. To improve the management of infectious disease outbreaks, d. To improve the management of novel emerging disease threats. 2. Sharing activities include but are not limited to: a. Sharing public health data trends through a newsletter. b. Sharing public health data through a website. c. Discussing the agency's epidemiological response plan with community response stakeholders. d. Reviewing an outbreak investigation with community stakeholders. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response.

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Sub-Activities #4	1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities (excluding state and federal facilities). c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare facilities. g. Organizations supporting seasonal workers. h. Organizations supporting migrant populations. i. Organizations supporting people with behavioral health needs. j. Organizations supporting people with disabilities. k. Organizations supporting people with other chronic health conditions. l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.
Goal #2: To increase capacity for preparedness, response and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
Sub-Activity #1	1. Response to quarterly redundant drills may be made by one or more of the following methods: a. Email b. Phone c. SMS text d. Radios
Primary Activity #2	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
Sub-Activity #1	1. Response to quarterly after-hour drills may be made by one or more of the following methods: a. Phone b. SMS Text Message
Primary Activity #3	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
Sub-Activity #1	1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year 2. The LPHA list shall also be updated when: a. Contact information changes. b. Operating hours change. c. New Emergency Preparedness & Response (EPR) staff are added. d. Primary Communicable Disease staff change.
Primary Activity #4	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

Primary Activity #5	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
Primary Activity #7	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
Primary Activity #8	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
Sub Activity #1	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: a. Seminar b. Workshop c. Tabletop Exercise d. Game
Primary Activity #9	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
Sub Activity #1	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
Primary Activity #10	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in an Access and Functional Needs (AFN) training.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary CVM administrator.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
Primary Activity #2	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
Primary Activity #3	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

Primary Activity #5	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
Sub-Activities #1	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; a. Priority areas identified b. Quarterly progress.
Primary Activity #6	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
Sub-Activities #1	1. Reviews shall include: a. Additions or updates from the current hazard vulnerability assessment b. After action reports.
Primary Activity #7	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
Sub-Activities #1	1. The Contractor shall complete one of the following: a. The contractor shall update their existing MYIPP plan. b. The contractor shall develop a new MYIPP plan.
Primary Activity #8	The Contractor shall participate in a Risk Assessment.
Primary Activity #9	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
Sub-Activities #1	1.The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: a. ESF8 Lead b. HCC RRC c. OEPR Field Manager
Standards and Requirements	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. 2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual https://cdphe.colorado.gov/communicable-disease-manual in the "Public Health Reportable Condition Investigation Guidance" (https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view). This document and website are incorporated and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual 3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed. 4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions. 5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This

information is incorporated and made part of this contract by reference and is located on the CDPHE website https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines

6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.
7. CDPHE will provide disease investigation metrics reports to the contractor.
8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.
9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.
10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.
11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in "Public Health Reportable Condition Investigation Guidance" or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.
14. The Contractor shall comply with CDPHE requirements for outbreak reporting.
15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.
16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (https://docs.google.com/document/d/1UJlnx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.
17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.
18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning.
19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share.
20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024.
21. CDPHE will provide technical assistance to support exercise planning, upon request.
22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.
23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.
24. The Contractor shall include HCC roles and responsibilities in response documentation to include:
    a. Situational Awareness
    b. Communications
    c. Coordination
25. Response documentation may include:
    a. Plans
    b. Annexes
    c. Procedures
    d. Policies

	e. Algorhythms f. Concepts of Operations g. AAR/IP 26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet. 27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable. 28. Contractors with 10 or more FTE must also identify an alternate CVM administrator. 29. The Contractor's CVM administrators shall: a. Have completed CVM administrator training within the past 24 months b. Signed the annual confidentiality agreement c. Be recognized by CDPHE as a CVM administrator 30. CDPHE will provide quarterly CVM administrator training for LPHAs. 31. CDPHE shall require CVM reports after mission drills or real events. 32. CDPHE will provide a mass care template via CO-Share by July 1, 2024. 33. The Contractor shall use the Mass Care Template when documenting mass care events. 34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024. 35. The Contractor shall use the Mass Fatality Template when documenting mass care events. 36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share. 37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024. 38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8. 39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks. 40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies. 41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024. 42. The Risk Assessment can be for the jurisdiction or region. 43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.
Measurement of Expected Results	1. NORS forms are complete. 2. Outbreak Summary Reports are complete. 3. Disease investigations conducted by the Contractor are timely and complete. 4. The Grant Reporting spreadsheet is complete for all deliverables.

		Completion Date
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

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Deliverables	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.	No later than six months from first illness onset
	6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.	No later than one business day from identification
	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	16. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
	17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
Deliverables	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. 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.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 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 timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines 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 Terms and Conditions of this contract.

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FY 25 ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2025-0120 OC

Agency Name	Gunnison County Dept of HHS	**Program Contact Name, Title**	Lisa Bickford, Deputy EM/EPR
		Phone	970-641-7690
		Email	Lbickford@gunnisoncounty.org
Budget Period	FY25	**Fiscal Contract Name, Title**	Jody Wise
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	OEPR-PHEP	**Date Completed**	4/16/2024

Expenditure Categories

Personnel Services / Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
					$ -

Personnel Services / Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks	$ 37.71	$ 13.50	624.00	$ 31,955.04
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks	$ 40.02	$ 6.60	208.00	$ 9,696.96
				Total Personnel Services (including fringe benefits)	**$ 41,652.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	
Supplies & Operating	Communicable Disease and EPR Operating Supplies	$ 1.00	1000	$ 1,000.00
			Total Supplies & Operating Expenses	**$ 1,000.00**

Travel

Item	Description of Item	Rate	Quantity	
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse	$ 200.00	2	$ 400.00
Meals	Meals during travel for conference, training, or exercise	$ 62.00	1	$ 62.00
			Total Travel	**$ 462.00**

Contractural (payments to third parties or entities)

Contractor Name	Description of Work	Rate	Quantity	
				$ -
			Total Contractors/Consultants	**$ -**
			TOTAL DIRECT COSTS (TDC)	**$ 43,114.00**

Less: Expenses per OMB 2CFR § 200

Contractor in excess of $25,000	$ -
SubAward in excess of $25,000	
Rent	$ -
Equipment	$ -
Other Unallowable Expenses	$ -
Total Reduction Expenses	**$ -**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 43,114.00**

Indirect Costs

Indirect Cost	Description of Item	Percentage	Annual Budget: Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)			$ -
Other Indirect Calculation			$ -
Reduced Rate	*10% (Chooses to use lower rate)*	10%	$ 4,311
		Total Indirect	**$ 4,311.40**
		TOTAL	**$ 47,426.00**

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Exhibit D

Federal Provisions – Public Health Emergency Prepardness

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract 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 Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: Gunnison County Department of Health and Human Services
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI): NSN9FAGKEDJ9
   c. The Federal Award Identification Number (FAIN) is TBD.
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/01/2024-6/30/2025	**TBD**	**TBD**

   g. Federal award title of project or program: Public Health Emergency Prepardness.
   h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Prepardness.
   j. This award is not for research & development.
   k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

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4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §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 this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, 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) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
    h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

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i. 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 comply with 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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 Agreements," and any implementing regulations issued by the awarding agency.

l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** 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.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE

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has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE 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.

EXHIBIT END

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STATE OF COLORADO
MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor:** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023	**Master Task Order Contract Performance Beginning Date:** The later of the Effective Date or July 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	**Initial Contract Expiration Date:** June 30, 2027
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order	
Principal Representatives: **For the State:** Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	**For Contractor**: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.	

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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.

CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
Jonathan Houck _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). 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 Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page 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, of one year or less 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 **§20** "Sample Option Letter." Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer 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 **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two 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 or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order 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.**

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i. Method and Content

The State shall notify Contractor 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 Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract or a Task Order 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 under all terminated Task Orders, 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, C.R.S. 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.

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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.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.

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 and attachments included with this Contract as shown on the Cover Page for this Contract.

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 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. **[Insert Federal Awarding Agency's Full Legal Name and Acronym]** is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.

N. "**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.

O. "**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.

P. "**Initial Term**" means the time period defined in **§2.B**.

Q. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

R. "**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.

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S. "**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 and 24-73-101, C.R.S.

T. "**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.

U. "**Project**" means the Work that is included in a Task Order.

V. **"Recipient"** means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.

W. "**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.

X. "**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.

Y. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

Z. "**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.

AA. "**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.

BB. **Sub-Award**" means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

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CC. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

DD. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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.

EE. "**Task Order**" means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.

FF. "**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.

GG. **"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-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.

II. "**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 AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and

ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

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State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

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Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

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 State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.

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 this Contract.

ii. Interest

Amounts not paid by the State within 45 days after 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

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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 **§20** "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 **§20** "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. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

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later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. 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 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 for this Contract.

C. 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 **§14** and 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 section 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 three (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 two 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.

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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 agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions.

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.

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.

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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.

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 that are not provided through self-insurance shall be issued by insurance companies as 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 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 one fire.

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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.

iv. Protected Information

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:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

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 **§14** within seven 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.

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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 this 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 section 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

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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.

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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, 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, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(iii)** 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 **§13.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 the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., 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 as a Principal Representative on the Cover Page for this Contract 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 below 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 Contract. If a Party delivers a notice to

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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 Contract. 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 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. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work 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.

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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. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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.

17. 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 §16 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.

18. 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.

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B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of 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

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permitted under this Contract, other than contract amendments, shall conform to the policies issued 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 this 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 this 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 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 this 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 §24-106-107, C.R.S., if any, are subject to public release through the CORA.

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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. Applicability

This entire **§18.S** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. 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.

iii. 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 **§8**.

iv. 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.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

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delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this **§18.U**. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

i. Cancel the Stop Work Order; or
ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

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Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

19. 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.

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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

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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.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Task Order Contract Number:** **Insert CMS Number of the Master Task Order Contract**
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Option Letter Number:** Insert Contract Number
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year	**Task Order Expiration Date** **Month Day, Year**

CONTRACT MAXIMUM AMOUNT TABLE

Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. 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. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

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SIGNATURE PAGE

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____	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. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Signature _____ Name of State Controller Delegate _____ Title of State Controller Delegate Option Effective Date:_____

--Signature Page End--

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EXHIBIT 1 – SAMPLE TASK ORDER

<table>
<tr>
<td>State Agency
State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver CO 80246</td>
<td>Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</td>
</tr>
<tr>
<td>Master Task Order Contract Number
Insert CMS Number of the Master Task Order Contract

Task Order Number
Insert CMS number or Other Contract Number</td>
<td>Task Order Performance Beginning Date
The later of the Task Order Effective Date or Month Day, Year</td>
</tr>
<tr>
<td>Task Order Maximum Amount
Initial Term
State Fiscal Year 20xx $0.00

Extension Terms
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00

Total for All State Fiscal Years $0.00</td>
<td>Task Order Expiration Date
Month Day, Year

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.</td>
</tr>
<tr>
<td>Pricing/Funding
Price Structure: Choose type
Contractor Shall Invoice: Choose frequency
Funding Source:
Source $ Amount
Source $ Amount
Source $ Amount</td>
<td>Miscellaneous:
Authority to enter into this Contract exists in:
C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Law Specified Vendor Statute (if any): Enter Program specific

Procurement Method: Select
Solicitation Number (if any): Enter Solicitation #</td>
</tr>
<tr>
<td>State Representative
Enter Representative’s Name
Title
Division, Unit
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246
Email</td>
<td>Contractor Representative
Enter Contractor Representative’s Name
Title
Entity Name
Address
Address
Email</td>
</tr>
<tr>
<td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:
Exhibit A Additional Provisions
Exhibit B Statement of Work
Exhibit C Budget
Exhibit D Federal Provisions
Exhibit E HIPAA Business Associate Agreement (If applicable.)
Enter any other exhibits in alphabetical order</td>
</tr>
<tr>
<td colspan="2">Contract Purpose
Briefly describe the Task Order's purpose.</td>
</tr>
</table>

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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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.

CONTRACTOR **INSERT-Legal Name of Contractor**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** *** *****

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, Quarterly, or other schedule CDPHE Reimbursement Invoice Form. 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. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

   Mail to:

   (Name & Position Title)
   (Division & Program)
   Colorado Department of Public Health and Environment
   (Mail Code)
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

   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.

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2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have ***** (**)** 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 ***** (**)** 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 ***** (**)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (**) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

   If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

   If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

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EXHIBIT B

STATEMENT OF WORK

To Original Contract Number ** *** ********

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

I. Entity Name: This section is **OPTIONAL.**
Term: This section is **OPTIONAL.**

II. Project Description:
This section is **REQUIRED**.

III. Definitions:
This section is **OPTIONAL**.

IV. Work Plan:

This section is **REQUIRED**. Insert work plan table here.

V. Key Personnel:
This section is **OPTIONAL.**

VI. Monitoring:
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data"). If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* 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.

VII. Resolution of Non-Compliance:
This section is **REQUIRED**.

The Contractor will be notified in writing within **(?)** calendar days of discovery of a compliance issue. Within **(?)** 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 *(title of responsible individual)* 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.

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EXHIBIT C

BUDGET

COLORADO
Department of Public Health & Environment

Contractor Name		**Program Contact Name, Title, and Email**	
Budget Period		**Fiscal Contact Name, Title, and Email**	
Project Name		**Contract (CT or PO) Number**	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from CDPHE**
Total Personal Services (including fringe benefits)					**$0.00**
Personal Services - Hourly Employees					
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # Hours on Project**	**Total Amount Requested from CDPHE**
Total Personal Services (including fringe benefits)					**$0.00**

Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	
Total Supplies & Operating Expenses				**$0.00**
Travel				

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Item	Description of Item	Rate	Quantity	
			Total Travel	$0.00
Contractual (payments to third parties or entities)				
Item	Description of Item	Rate	Quantity	
			Total Contractual	
			SUB-TOTAL BEFORE INDIRECT	$0.00
				$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
			Total Indirect	$0.00
			TOTAL	$0.00

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Exhibit D

Federal Provisions - Enter title of project or program from NOA

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract 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 Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: **Match name on contract.**
   b. Subrecipient DUNS number: **Enter DUNS #**
   c. The Federal Award Identification Number (FAIN) is **Enter FAIN #**.
   d. The Federal award date is **Date issued**.
   e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	**Total Federal Funds Awarded**	**Amount of Financial Assistance from the NOA**

   g. Federal award title of project or program: **Enter title of project or program from NOA**.
   h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A**.
   j. This award **Choose " is" or "is not"** for research & development.
   k. Subrecipient **Choose " is" or "is not"** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

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3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §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 this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, 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) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

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h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. 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 comply with 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, 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 Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
13) **Procurement Procedures.** 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.
14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

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16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE 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.

EXHIBIT END

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[TO BE DELETED IF NOT APPLICABLE] **Exhibit E**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

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ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

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Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

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distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

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incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

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Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Collection Agreement; 24-CO-11020400-041; United S

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and USFS

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

Summary:

USFS and County Collection Agreement to fund additional law enforcement on public lands during busy summer weekends.

Fiscal Impact: $1,000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
My understanding was that this was being managed by STOR. ComDev should get in touch with Finance to arrange for handling the $11,000 from other parties.

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/29/2024

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

Comments:
Legally sufficient. SO 5/28/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/28/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/30/2024

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

Agenda Date: 6/18/2024

Revised April 2015

FS Agreement No. 24-CO-11020400-041

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between
GUNNISON, COUNTY OF
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS,
GUNNISON RANGER DISTRICT

This COLLECTION AGREEMENT is hereby entered into by and between Gunnison, County Of, hereinafter referred to as "the Cooperator", and the United States Department of Agriculture (USDA), U.S. Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Sustainable Tourism and Outdoor Recreation Committee (STOR Committee) is a community coalition, created by the Gunnison County Board of Commissioners. The U.S. Forest Service is a regular member of the STOR Committee. The STOR Committee Charter recognizes that tourism and outdoor recreation provide econminc benefits but can have negative impacts to natural resources and community values that jeopardize the sustainability of natural resources. The STOR Committee has an interest in managing tourism, recreation, and the associated natural resources in a way that does not conflict with the community values and quality of life.

The STOR Committee 2023 Strategic Plan supports collaboration between federal land management agencies, state and local government, nonprofits, and user groups to improve management of recreation and natural resources.

Title: Sustainable Tourism And Outdoor Recreation Committee Public Lands Stewardship

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the Cooperator to the Forest Service to support the protection, management, or improvement of the National Forest System within Gunnison County.

II. THE COOPERATOR SHALL:

A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Perform in accordance with the Financial Plan.

C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.

D. TAXPAYER'S BILL OF RIGHTS (TABOR). This Agreement is subject to the Cooperator making an annual budget appropriation in an amount sufficient to fund this agreement. If the Cooperator fails or refuses to make such an appropriation, the Cooperator reserves the right to terminate this agreement pursuant to the Termination paragraph of this agreement.

III. THE FOREST SERVICE SHALL:

A. ADVANCE BILLING. The maximum total cost liability to the Cooperator for this agreement is **$12,000.00**. The U.S. Forest Service shall bill the Cooperator prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. **Overhead costs shall not be assessed.**

Billing Method: A single lump sum advance bill.

Billing must be sent to:

Cathie Pagano
Gunnison County
cpagano@gunnisoncounty.org (preferred)
200 W. Virginia Avenue, Gunnison, CO 81230

B. Perform in accordance with the attached Financial Plan (Exhibit: A).

C. Process a modification to collect funding from the Cooperator if the Cooperator makes an appropriation available to fund this agreement.

D. Provide for the agreed upon protection, management, or improvement of the National Forest System within Gunnison County, including but not limited to law enforcement, public safety, visitor education, and environmental conservation.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Cathie Pagano 200 W. Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-7985 Email: cpagano@gunnisoncounty.org	Cathie Pagano 200 W. Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-7985 Email: cpagano@gunnisoncounty.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Matthew Quinn Recreation Staff Officer 216 North Colorado Street Gunnison, CO 81230 Telephone: 970-318-6781 Email: matthew.quinn@usda.gov	Keri Rummel Grants Management Specialist 1617 Cole Boulevard, Building 17 Lakewood, CO 80401 Telephone: 720-722-4639 Email: keri.rummel@usda.gov

B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by the Cooperator or any third party.

C. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the Cooperator, authorized for use for a new agreement by the Cooperator, or waived by the Cooperator. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by the Cooperator may be necessary to process a refund. Due to processing costs, any balance less than $25 shall not be refunded to the Cooperator.

D. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Gunnison Ranger District of the U.S. Forest Service, Department of Agriculture, stewardship of National Forest System lands in Gunnison County."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is/are requested to provide copies of

notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

E. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

F. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

H. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.

I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

> To the U.S. Forest Service Program Manager, at the address specified in the agreement.
>
> To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

J. COLLABORATION. The U.S. Forest Service and the Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the Cooperator's participation in the project.

K. USE OF FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by

the U.S. Forest Service Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District, Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District, will notify the Cooperator when permission is granted.

L. U.S.FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

M. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service.

N. PROPERTY IMPROVEMENTS. Improvements placed by the Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> **To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

> ***"This institution is an equal opportunity provider."***

P. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as

possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Q. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

R. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

S. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through May 23, 2029, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

MATTHEW BIRNIE, County Manager Date
Gunnison County, Colorado

DAYLE FUNKA, District Ranger Date
Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forests, Gunnison Ranger District

The authority and format of this agreement have been reviewed and approved for signature.

KERI RUMMEL Date
Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # 24-CO-11020400-041 Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):		# of Days	$/Day			
Law Enforcement Officer (4 hrs/day)		28.00	$189.84	$5,315.52		$5,315.52
Subtotal, Personnel:		**28.00**		**$5,315.52**	**$0.00**	**$5,315.52**
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	**Vehicle Mileage Cost or Airfare Cost**	**# of Trips**	**PerDiem and Lodging**			
Off-District LEO Travel to Crested		22	$221.00	$4,862.00		$4,862.00
Subtotal, Travel:	**$0.00**	**22**	**$221.00**	**$4,862.00**	**$0.00**	**$4,862.00**
EQUIPMENT						
					$0.00	$0.00
Subtotal, Equipment:		**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**
SUPPLIES						
Name and Type of Supplies:		**Unit Cost**	**Quantity**			
					$0.00	$0.00
Subtotal, Supplies:		**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**
CONTRACTUAL						
Describe Contracts that will most likely result from this project:						
						$0.00
Subtotal, Contractual:				**$0.00**	**$0.00**	**$0.00**
OTHER						
Describe Other Costs of the Project:						
*Contingencies and Incidentals-Including but not limited to:				$1,822.48		$1,822.48
*Lodging per diem exceeding government allowance, Forest Protection Officer support salaries and Law Enforcement Officer salaries exceeding estimated rates.						
Subtotal, Other:				**$1,822.48**	**$0.00**	**$1,822.48**
TOTAL DIRECT CHARGES				**$12,000.00**	**$0.00**	**$12,000.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)		**Insert Rate Here:**	0.0%	**$0.00**		
Total Party Costs				**$12,000.00**	**$0.00**	**$12,000.00**
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES				**Cooperator Contribution**		
TOTAL CHARGES						**$0.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)		**Insert Rate Here:**	0.0%			**$0.00**
Total Pass-Through Costs						**$0.00**
TOTAL PROJECT COSTS						**$12,000.00**

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-22-00056; Weaber-Mou

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Boundary Line Adjustment for Lots 8, 9, 10, and 11 of the Chair Mountain Ranch Subdivision Filing No. 2.

Fiscal Impact:

Submitted by: Hillary Iza 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 6/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

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

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Hillary I. Seminick, AICP, *Planning Director*
(970) 641-7925
hseminick@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners

Date: June 11, 2024

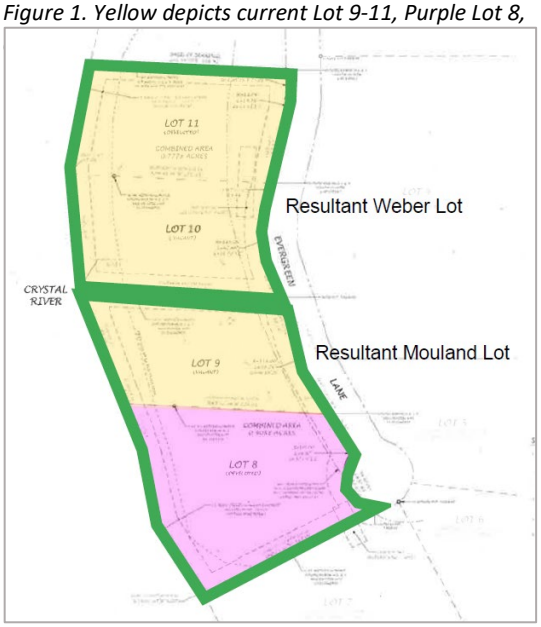
Meeting Date: June 18, 2024

Re: LUC-22-00056 Weaber-Mouland Boundary Line Adjustment

The Applicants, Danielle and Chad Weaber, and Jeanette Connor- Mouland and Brooke Mouland, request approval of a Boundary Line Adjustment for Lots 8, 9, 10, and 11 of the Chair Mountain Ranch Subdivision Filing No. 2. The Weabers own Lots 9-11 (1221 Evergreen Lane, Marble, CO; Parcel No. 2917-073-02-023) and the Moulands own Lot 11 (1227 Evergreen Lane, Marble, CO; Parcel No. 2917-073-02-010), and all owners have filed notarized consent to the application.

1. History
   a. 1981: A single-family residence was constructed on Lot 11.
   b. 1989: A single-family residence was constructed on Lot 8.
   c. 1995: Vacant Lots 9 and 10 were clustered in 1995 at Reception No. 462474.
   d. 2023: The Weabers clustered Lot 11 into Lots 9 and 10 in May 2023 at Reception No. 690847.

Figure 1. Yellow depicts current Lot 9-11, Purple Lot 8,



2. Proposal

The lots will be adjusted to create 0.77-acre Resultant Weber Lot and the 0.908-acre Resultant Mouland Lot.

   a. Adjust lot line between Lot 8 and Lot 9 to functionally cluster Lot 9 with Lot 8 for a 0.9 acre lot.
   b. Retain cluster between Lots 10 and 11 for a 0.77-acre lot.

3. Compliance with Gunnison County Land Use Resolution

The plat was reviewed for legal compliance by the Gunnison County Attorney Office on April 19, 2023 and June 5, 2024. Applications for Boundary Line Adjustments shall comply with Land Use Resolution (LUR) Section 5-103:A *General Standards*, Section 5-103:a. *Additional Standards Applicable to Boundary Line Adjustments* Section 5-104:L *Application form for Boundary Line Adjustments.*

Compliance with the standards above is summarized as follows: The application complies with the applicable standards of the LUR, the residential lots and resultant lot sizes are consistent with the community character and the residential uses and lot sizes within the Chair Mountain Ranch Subdivision. The adjustment is insubstantial relative to surrounding parcels, the proposal does not create additional lots, and the nonconforming aspect of the nonconforming lot will not be increased. The application includes consent from all owners accompanied by a compliant plat.

4. Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-22-00056. Click on "Attachments".

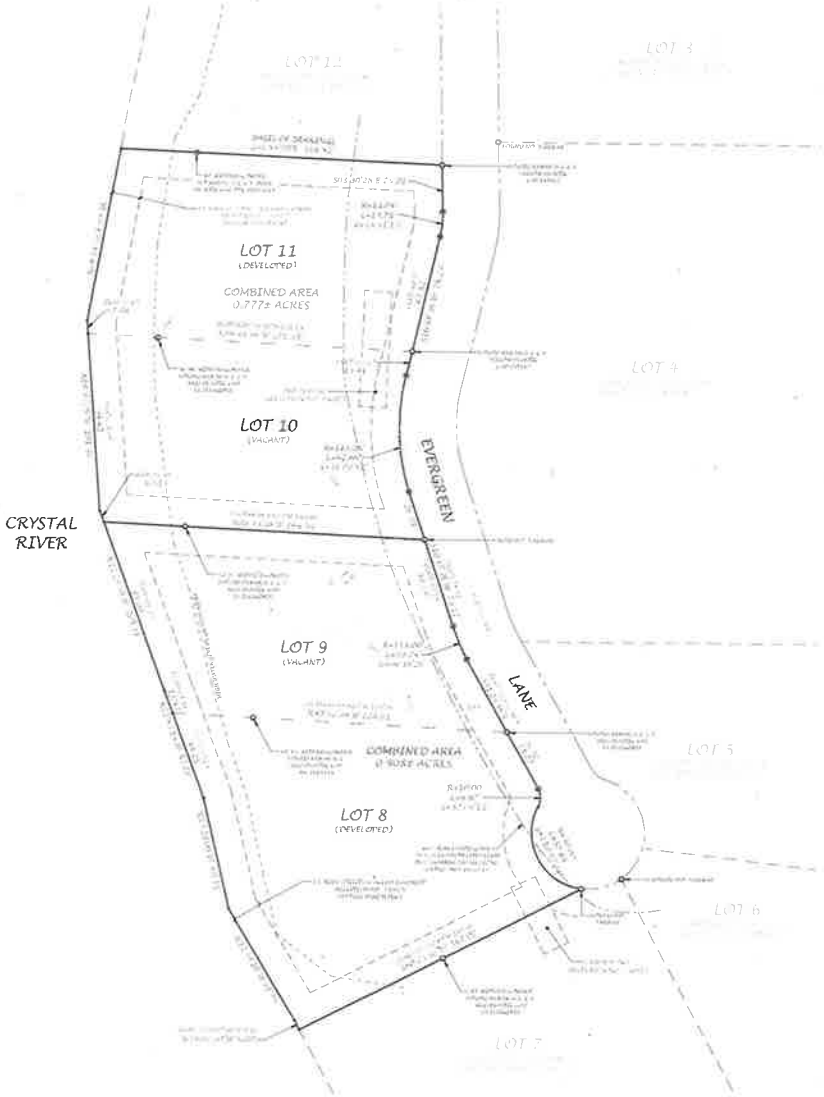
a. LUC-22-00056 Plat

BOUNDARY LINE ADJUSTMENT

LOTS 8, 9, 10 & 11

CHAIR MOUNTAIN RANCH SUBDIVISION - FILING NO. 2

SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM
COUNTY OF GUNNISON, STATE OF COLORADO





VICINITY MAP
SCALE 1" = 1500'



LEGEND

SURVEY NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFORE, ANY EASEMENTS OF TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC

ATTORNEY'S OPINION

I, TIMOTHY WHITSITT, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED AND THAT TITLE IS VESTED IN BROOKE MOULAND (LOTS 8 & 9) AND CHAD WEABER (LOTS 10 & 11), AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS ENCUMBRANCES, PETITIONS AND RESTRICTIONS, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____ A.D. 2021

BY _____
TIMOTHY WHITSITT - ATTORNEY-AT-LAW

GUNNISON COUNTY COUNTY COMMISSIONERS APPROVAL

THE WITHIN PLAT OF THE BOUNDARY LINE ADJUSTMENT OF LOTS 8, 9, 10 & 11 OF CHAIR MOUNTAIN RANCH SUBDIVISION FILING NO. 2 IS APPROVED THIS _____ DAY OF _____ A.D. 2021

_____
CHAIRPERSON, GUNNISON COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
GUNNISON COUNTY CLERK & RECORDER

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

THIS SURVEY WAS ACCEPTED FOR DEPOSIT IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY COLORADO ON THIS _____ DAY OF _____ 2021
DEPOSIT NUMBER _____

FEE _____ DATE _____

_____
GUNNISON COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION

I, RODNEY P. NISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS BOUNDARY LINE ADJUSTMENT PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF LOTS 8, 9, 10 & 11, CHAIR MOUNTAIN RANCH, FILING NO. 2, THAT SUCH PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF THE PROPERTY ON SEPTEMBER 15 & 20, 2021 AND WAS PREPARED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THIS SURVEY MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

RODNEY P. NISER
COLORADO PROFESSIONAL LAND SURVEYOR
PLS #38481

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

CHAD WEABER & BROOKE MOULAND
BOUNDARY LINE ADJUSTMENT
1221, 1223 & 1227 EVERGREEN LANE - MARBLE
COUNTY OF GUNNISON - STATE OF COLORADO

PRELIMINARY

TRUE NORTH COLORADO LLC
LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: [illegible] | DWN: [illegible]
DATE: September 2, 2021 | CHK: [illegible] | SHEET NO: 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Covenant Amendments; LUC-24-00018; Moon Ridge Subd

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicant, Moon Ridge Subdivision Association, Inc., represented by Elizabeth Appleton, of Appleton Law, request an approval of the Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision.

Fiscal Impact:

Submitted by: Jena Greene **Submitter's Email Address:** jgreene@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/13/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

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

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Jena Greene, *Planning Technician*
(970) 641-7929
jgreene@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-24-00018 | Administrative Review | Moon Ridge Covenant Amendments
Memo Date: June 6, 2024
Meeting Date: June 18, 2024

The Applicant, Moon Ridge Subdivision Association, Inc., represented by Elizabeth Appleton, of Appleton Law, request an approval of the Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision, Exhibit A (Second Amendment). A redline version of the document is included in the project file as "Second and restated Covenants – redlined."

This document consolidates the Declaration of Amended and Restated Protective Covenants (Restated Covenants), recorded on January 3, 2007 at Reception No. 572035, and the First Amendment to Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision (First Amendment), recorded on March 23, 2023 at Reception No. 690088, as amended. There are several editorial amendments to the Second Amendment in effort to clean up the consolidated document.

In compliance with Article 12, Section 2 of the Restated Covenants, these amendments were voted on in February 2024 in favor by the 66% or more majority of the owners by mail-in ballot. Further, pursuant to the Restated Covenant, Article 12, Section 2, Gunnison County Approval is required for any amendments to the covenants.

LUC-24-00018 was reviewed by planning staff and the County Attorney's Office on June 5, 2024 and was found to comply with the standards of Land Use Resolution Article 5 – *Administrative Review Projects That Require Land Use Change Permits.*

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.*
2. *COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.*

Thank you,
Jena Greene

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00018. Click on "Attachments".

A. Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision.

SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF MOON RIDGE SUBDIVISION

This Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision is executed with an effective date of the _____ of _____, 2024, by Moon Ridge Subdivision Association, Inc., a Colorado nonprofit corporation (Association). This Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision consolidates into one document the Declaration of Amended and Restated Protective Covenants of Moon Ridge Subdivision recorded on January 3, 2007 at Reception No. 572035, and First Amendment to Amended and Restated Protective Covenants of Moon Ridge Subdivision recorded on March 23, 2023 at Reception No. 690088 (First Amendment), which first amendment was approved by the owners in accordance with the Amended and Restated Protective Covenants of Moon Ridge Subdivision. It further clarifies the legal description of the Property and the Adjacent Property, and includes reference to the previous Declaration and amendments thereto. Any reference herein to "Declaration" shall mean this Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision. In making this Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision, the owners are not electing treatment for Moon Ridge Subdivision under the Colorado Common Interest Ownership Act.

WHEREAS, the Association and owners desire to combine the Amended and Restated Protective Covenants of Moon Ridge Subdivision and the First Amendment thereto for ease of reference. This Second Amended and Declaration of Protective Covenants of Moon Ridge Subdivision is meant and intended to supersede and replace in entirety the Declaration of Protective Covenants recorded on January 11, 1996, at Reception No. 465166, the Amendment to Declaration of Protective Covenants recorded on July 22, 1996 at Reception No. 469230, the Second Amendment to Declaration of Protective Covenants recorded on March 17, 1998 at Reception No. 482369, and re-recorded on Mach 23 2998 at Reception No. 482482, the Declaration of Amended and Restated Protective Covenants of Moon Ridge Subdivision recorded on January 3, 2006 at Reception No. 572035 and the First Amendment to Amended and Restated Protective Covenants of Moon Ridge Subdivision recorded on March 23, 2023 at Reception No. 690088.

NOW THEREFORE, the 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 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 Property or 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.

ARTICLE 1

STATEMENT OF PURPOSE OF DECLARATION

Section 1. Ownership of Property. The Association and the Owners are the owners of the real property ("Property") situate in Gunnison County, Colorado described as follows:

> MOON RIDGE SUBDIVISION, according to the Plat thereof filed the 11th day of January, 1996, and bearing Reception No. 465167, and the Replat of Lots 8 and 9, recorded October 7, 1996 bearing Reception No. 471100, of the records of Gunnison County, Colorado.

Section 2. Declaration of Covenants. The Association and Owners hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees and shall inure to and be for the benefit of each Owner of the Lot within the Property.

Section 3. Statement of Purpose. This Declaration of Protective Covenants is imposed for the benefit of all Owners and future owners of lots, parcels and areas located within the Property and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments and liens hereafter set forth, all of which are for the benefit of the Property.

ARTICLE 2

DEFINITIONS

The following terms and words shall have the following definitions:

Section 1. "Adjacent Property" shall mean the real property legally described on attached Exhibit A.

Section 2. "Association" shall mean the Moon Ridge Subdivision Association, Inc., a Colorado non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.

Section 3. "Association Documents" shall mean this Second Amended and Restated Declaration of Protective Covenants, the Articles of Incorporation and Bylaws of the Association, any amendments thereto, and any rules, regulations or policies adopted by the Association.

Section 4. "Assessments" shall mean annual, periodic, special or default assessments levied pursuant to this Declaration to provide the funds required to meet the obligations of the Association.

Section 5. "Board of Directors" or "Board" shall mean the Board of Directors of the Association duly elected and acting according to the Articles of Incorporation and Bylaws of the Association.

Section 6. "Building" shall mean a structure having a roof supported by walls or similar type of improvement.

Section 7. "Building Site" shall mean the envelope or area within a lot or tract where a building or other improvement shall be located, always subject to the prior written approval of the Board of Directors.

Section 8. "Common Area" shall mean all real property in which the Association owns any interest or has a leasehold interest for the common use and enjoyment of its members, as designated on the recorded plat. Such interest may include, without limitation, estates in fee, estate for a term of years, leasehold estates, or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

Section 9. "Garage" shall mean an accessory building or an accessory portion of a residence designed for the storage of one or more motor vehicles and any incidental use associated therewith.

Section 10. "Home Occupation" shall mean any commercial use carried on within a residence which is:

10.1 Customarily conducted entirely within a residence by the occupants of the residence;

10.2 Incidental and secondary to the use of the subject Lot for residential purposes;

10.3 Conducted in such a fashion that the residential character of use of the residence is not changed;

10.4 Conducted in such a fashion that any noises and activities do not interfere with the quiet of the neighborhood; and

10.5 Conducted without the employment of individuals other than the occupants of the residence.

Section 11. "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.

Section 12. "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 13. "Lot" shall mean a tract or lot as shown on the plat of Moon Ridge Subdivision and any subsequent plat, but not including common areas.

Section 14. "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.

Section 15. "Member" shall mean any person holding membership in the Association.

Section 16. "Mortgage" shall mean any mortgage, deed of trust or other document pledging a lot or interest therein as security for the payment of any indebtedness.

Section 17. "Open Space" shall mean all of the Lot except for any building or structure located thereon and shall include, but is not limited to, lawns, gardens, walkways, sidewalks, parking areas, driveways and outdoor living or recreational space.

Section 18. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that prior to the first conveyance of any Lot for value under this Declaration, the Owner shall mean the Declarant, who is Dolores G. LaVigne

Section 19. "Plat" shall mean the plat of Moon Ridge Subdivision and all subsequent plats as filed in the records of Gunnison County, Colorado, which are subject to these Protective Covenants, and as the same may be amended or revised from time to time and affecting the Property.

Section 20. "Property" shall mean and include all of the Property subject to this Declaration, as shown on the Plat, including, where appropriate, the access road to the Property.

Section 21. "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.

ARTICLE 3

USE AND BUILDING RESTRICTIONS

Section 1. Use Restrictions. All Lots shall be subject to the following use restrictions:

1.1 Residential Use. Lots shall be used and occupied exclusively for single family residential purposes, including approved Home Occupations. No timesharing or other additional uses shall be permitted.

1.2 No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot except for Home Occupations approved in advance by the Board of Directors.

1.3 Leasing. Short-Term Leases of any Lot or the improvements thereon are prohibited. Long-Term Leases of Lots or the improvements thereon shall be permitted, provided that use of the Lot under the Lease complies with all restrictions contained herein, and any rules and regulations adopted by the Association.

Section 2. Building Restrictions. All Lots shall be subject to the following building restrictions:

2.1 Permitted Buildings. The only buildings permitted on a Lot shall be a single-family residence together with either an attached or detached garage. No other buildings are permitted on any Lot.

2.2 Building Site. The single-family residence and garage shall be situated within the designated building site of the Lot.

2.3 Approval of Improvements. No improvements shall be constructed on any Lot, without prior written approval of the Board of Directors pursuant to the provisions of Article 4.

ARTICLE 4

ARCHITECTURAL REVIEW AND APPROVAL

Section 1. Board. The Board of Directors of the Association shall be the Architectural Review Board.

Section 2. Review and Approval. No single-family residence, garage, building or improvement shall be commenced, constructed, erected or maintained upon any Lot, nor shall any landscaping be done, nor shall any exterior addition, change or alteration be made, until the plans and specifications therefor have been submitted to and approved in writing by the Board in the manner hereafter set forth.

Section 3. Submittal Procedure. Prior to the commencement of any such construction, the plans for the proposed building or improvement shall be submitted to the Architectural Review Board for approval. The submittal for approval shall include at a minimum, the following documents prepared by a licensed architect and, where appropriate, by a licensed engineer.

3.1 A plot plan showing the location of any building or improvement, access driveway, parking area and any terrain or structure features, such as large rocks, trees, ponds, patios, fences, utility lines, storage areas or decks.

3.2 The plans and specifications for the building, including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the building, mass and height of the building, all design features thereof, all exterior elevations showing all sides of the building, all floor plans and the types of construction and materials.

3.3 Samples of the exterior materials and color schemes for the building.

3.4 A landscape, drainage and grading plan.

Section 4. Purpose of Review. The Board shall consider compliance with this Declaration, the harmony of the building with the environment, the effect of the building on the utilization and view of the Lot and surrounding Lots and property and the placement of the building with respect to topography, drainage, snow removal, ground elevations and existing natural and terrain features. In the event of substantial hardship caused by lot topography, configuration or other similar factor, the Board shall have the right, but not the obligation, to grant a variance as to any requirement set forth in this Declaration, except for density under Sections 5 and 6 of Article 5, which shall not be varied.

Section 5. Hearing. The Board shall, within forty days of receipt of a submittal for approval request with all accompanying data, hold a hearing on such request. The Board may approve, disapprove or approve with conditions any request submitted to it. The decision of the Board shall be in writing. In the event that the Board fails to take action within ten days after the date of the hearing, or fails to hold such hearing within forty days after receipt of a complete submittal for approval request, the application shall be deemed to have been approved.

Section 6. Notice of Hearing. The applicant, and any person on his behalf, may attend the hearing on the application for approval and submit information. Notice of the hearing with copies of the plans shall be given by the applicant in writing to all members of the Association and members shall have the right to be present at the hearing or to submit written comments.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum and all decisions of the Board shall be by a majority vote of the directors of the members present.

Section 8. Final Decision. The decision of the Board of Directors shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. The Board shall indicate to any applicant in the event of disapproval, the reasons why the request was rejected and grant to the applicant an opportunity to resubmit with the revisions and corrections that would secure approval.

Section 9. Rules and Regulations. The Board may adopt such rules and regulations as are appropriate to govern its proceedings as an Architectural Review Board.

Section 10. No Application Fee. No application fee will be required for any approval request. However, the applicant shall compensate the Association for all reasonable expenses incurred, including professional fees, in reviewing the application.

Section 11. Building Permit. In addition to securing approval from the Board of Directors, each owner is responsible for obtaining all approvals, licenses and permits required by Gunnison County, Colorado and any entity or district having jurisdiction over the Lot prior to the commencement of construction.

ARTICLE 5

DESIGN REQUIREMENTS

Section 1. Design Requirements. Any building or other improvement situate on any Lot shall comply with the design requirements of this Article.

Section 2. Building Site. Any building or other improvement shall be constructed entirely within the designated Building Site for the Lot.

Section 3. Uniform Building Code. All buildings and other improvements shall meet all of the requirements, including fire protection standards, of the applicable building code or fire code of Gunnison County, Colorado then in effect. All building foundations shall be designed by a Colorado registered engineer or architect.

Section 4. Minimum Residence Size. The total floor area of any single-family residence constructed upon a Lot, including all levels and rooms, (but exclusive of any attached or detached garage) shall not be less than 2,500 square feet, with at least 1,500 square feet on one level.

Section 5. Aggregate Maximum Size. 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.

Section 6. Floor Area. For all purposes of this article, floor area or total floor area shall be deemed to mean the area included within the surrounding exterior walls of the building, or a portion thereof, exclusive of vent shafts and courts. The floor area of a building, or a portion thereof, not provided with surrounding exterior walls, shall be the usable area under the horizontal projection of the roof or floor above. Porches and patios may be excluded from floor area or total floor area only upon written approval by the Board of Directors.

Section 7. Height Limitation. The maximum height of any building constructed upon a Lot shall be 30 feet.

Section 8. Determination of Height. For all purposes of this article, height shall be measured from the center of the building envelope's natural elevation (prior to excavation) to the highest point of the roof of the building. The Board shall make a determination of elevation of the center of the building envelope's natural elevation prior to commencement of any construction activity on the Lot. The Board of Directors shall have the authority to maintain a measuring device outside of the building envelope to monitor the building height during construction and to confirm the final building height upon completion.

Section 9. Roofs. Any metal roof must be non-reflective and have a color finish with no bright colors.

Section 10. Exterior Building Material and Style. All buildings shall be built in an exterior style and with colors and materials harmonious with the area. No exterior walls shall consist of sheet metal, metal material, T-111 or any similar material, composition shingles or unplastered cement or similar type block. The exterior siding, excluding the roof, shall be comprised of at least two different materials. All colors of exterior walls and roofs will be natural or earth tones in color to blend with the natural surroundings, except that colored trim

may be allowed upon approval of the Board of Directors. No A-frames, geodesic domes or yurts shall be allowed, even temporarily.

Section 11. Service or Utility Areas. All service or utility areas of yards, including garbage cans and trash storage areas shall be screened from view on all sides.

Section 12. Exterior Lighting. All exterior lighting shall be designed and directed in a manner approved by the Board. All exterior lighting or illumination on any Lot shall be so located, placed, shielded and designed to be architecturally and aesthetically in keeping with the Buildings and surroundings and to have minimum visual pollution or impact on any other Lot, on the Gothic County Road or the Town of Crested Butte, Colorado.

Section 13. Antennae. No exterior radio, television, microwave or other antennae or antenna dish or signal capture or distribution device, unless 18 inches in diameter or less, shall be permitted or installed on any Lot unless it is entirely screened from view on all sides and such screening shall be in keeping with the terrain and environment.

Section 14. Wood Burning Devices. The maximum number of woodburning devices per Lot shall be one. Such wood burning device shall be designed to reduce polluting emissions from such wood burning devise and shall comply with all applicable rules and regulations of Gunnison County. All stoves shall comply with Colorado Regulation No. 4 of the Colorado Air Quality Control Commission. All fireplaces shall be Rumford masonry fireplaces.

Section 15. Fences. No fences shall be constructed on any Lot, except for screening fences approved by the Association, except that the Association shall have the right to construct and maintain a barbed wire fence, with a cattle guard on the road, around the perimeter of the Property.

ARTICLE 6

CONSTRUCTION AND MAINTENANCE REQUIREMENTS

Section 1. Excavation. No excavation shall be made on any Lot, except in connection with a building approved in accordance with this Declaration of Protective Covenants. All disturbed areas shall be revegetated.

Section 2. Electrical and Telephone Service. All electrical and telephone service serving or within any Lot shall be underground.

Section 3. Water and Sewage Disposal Systems. All buildings designed for human occupancy shall be connected with individual water and sanitation facilities. All individual water systems and sewage disposal systems shall be constructed, installed and maintained in compliance with all applicable rules and regulations of any governmental entity having jurisdiction over the Property. All sewage disposal systems shall meet all applicable rules and regulations of Gunnison County and the State of Colorado.

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.

Section 5. Drainage. No Owner shall do or permit any work, construct any improvements or do any landscaping which shall alter or interfere with the natural drainage for the Property, except to the extent the same is approved by the Board and as authorized for any surface water discharge easement.

Section 6. Mobile Homes and Temporary Structures. No mobile home, modular home, trailer house, travel trailer, recreational vehicle, boat, snowmobile, trailer, bicycle, motorcycle or temporary structure shall be permitted on any Lot unless contained within a fully enclosed garage.

Section 7. Continuity of Construction. All construction, reconstruction, alterations or improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an extension is granted by the Board for good cause.

Section 8. Trash and Outside Storage. No trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed on any Lot or areas within the Property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be placed within a garage or other building. No personal property of any kind shall be stored outside on any Lot.

Section 9. Motor Vehicles. No motor vehicles shall be stored outside except for those in periodic use (at least weekly). Motor vehicles not in such periodic use shall not be stored or parked within the Property except within a fully enclosed garage. A written notice requesting removal of any vehicle not in such periodic use may be personally served upon the Owner or

posted on the vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the vehicle without liability and the removal expense shall be charged against the Owner of the Lot.

Section 10. Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot.

Section 11. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property which is offensive or detrimental to any owners or occupants of any part of the Property; provided, however, that this Section shall not apply to any noise or other activity relating to the construction of any improvements approved by the Board. No construction activity shall occur before 7:00 a.m. or after 7:00 p.m.

Section 12. Hazardous Activities. No activities shall be allowed or conducted on the Property which are unsafe or hazardous to any person or property. Such hazardous activities, include, but are not limited to using fireworks, firearms, bows and arrows, explosives, air or pellet guns or any similar devices. No outside open fires shall be permitted on any Lot unless contained within a cooking or barbecue type unit or grill.

Section 13. Snowmobiles. No snowmobiles, snowcats, snow tractors or similar motorized vehicles for travel over snow shall be allowed, maintained or operated within the Property except to and from a residence directly to the nearest area where such conveyances are permitted.

Section 14. Wildfire Hazard.

14.1 Adjacent to any building with combustible siding, a decorative rock or gravel area free of vegetation is recommended for the area three to five feet immediately adjacent to the building. If the building has noncombustible siding, widely spaced foundation plantings of low growing shrubs are acceptable, provided they are not planted directly below windows or next to foundation vents. Firewood or other combustibles shall not be stored adjacent to the building. Gravel coverage shall extend underneath decks. The area under decks shall not be used for storage.

14.2 Sage brush denser than 20 feet between plants shall be thinned or eliminated completely by cutting and disposal outward from the graveled zone a minimum of 40 feet from the building. Grass in this area shall be mowed to a height no greater than 6 inches, especially in the spring and fall.

ARTICLE 7

ANIMALS

Section 1. Domestic Household Pets. Not more than two domesticated household pets shall be allowed, kept or maintained on any Lot.

Section 2. Confinement of Pets. All pets shall be kept confined to the Owner's Lot or attached to a leash or other suitable control device. The Owner of any Lot shall at all times be personally liable and responsible for all actions of such pet and any damage caused by pets which are allowed on such Owner's Lot.

Section 3. Livestock. No horses or other livestock shall be allowed upon the property.

Section 4. Impoundment of Dogs. The Association is specifically empowered to impound any dog running at large within the Property. Upon impoundment, the owner of the dog, if known, shall be immediately notified and the animal shall be taken to the nearest facility which accepts impounded dogs. It is the duty of the owner of such dog to recover the dog from such facility and if the dog is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the dog without liability to the owner thereof.

ARTICLE 8

MOON RIDGE SUBDIVISION ASSOCIATION, INC.

Section 1. Government of Association. Moon Ridge Subdivision Association, Inc., a Colorado non-profit corporation, shall be governed by and shall exercise all of the duties, privileges and obligations set forth in this Declaration, and the Articles of Incorporation and Bylaws of the Association.

Section 2. Members. Each Owner shall be a member of the Association. No Owner, whether one or more persons or entities shall be more than one membership per Lot owned by such Owner, but all persons owning each Lot shall be entitled to the rights of membership and the use and enjoyment appurtenant to the ownership of each Lot.

Section 3. Termination of Membership. The right of membership in the Association and the status as a member shall terminate upon the termination of status as an Owner of a Lot. Upon conveyance of the Owner's interest, the conveying Owner shall be relieved of liability for assessments levied from and after the date of such conveyance; provided, however, that no such conveyance of any ownership shall relieve an Owner of liability arising prior to the date of such conveyance.

Section 4. Voting Rights. All Owners within Moon Ridge Subdivision shall be members of the Association. The Owner(s) of each Lot shall be entitled to one vote in the Association. The one vote for each Lot shall be exercised by the Owner and when more than one person or entity holds an interest in a Lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but the vote for the Lot shall be cast by only one person.

Section 5. Compliance with Documents. Each Owner shall abide by and have the benefit of the provisions, covenants, conditions and restrictions contained in the Association Documents.

Section 6. Rules and Regulations. The Association shall from time to time adopt, amend and repeal rules and regulations to be known as the "Moon Ridge Subdivision Rules" governing, among other things, and without limitation:

6.1 The use of any private road or street.

6.2 The use of any easements for utilities or irrigation within the Property.

6.3 Standards for the care and maintenance of all improvements, grounds and landscaping within the Property, including private roads and streets.

6.4 The use, maintenance and enjoyment of any real property, private road, street or easement conveyed or dedicated to the Association.

6.5 Any other matter deemed by the Board to be an appropriate subject for a rule or regulation on condition that such rule or regulation shall not be inconsistent with these Protective Covenants or the Association's Articles of Incorporation or Bylaws.

Section 7. Grant of Utility Easements. The Association may grant a utility easement for the installation, construction and maintenance of underground utilities and/or water lines over and across any road easement designated on the Plat. The Owner of each Lot, by virtue of such ownership, hereby authorizes and empowers the Association, as its attorney in fact, to grant:

7.1 A utility easement and right of way 1O feet in width adjacent to the exterior boundary line of each Lot for the installation, construction and maintenance of underground utilities; and

7.2 A water line and/or ditch easement 10 feet in width across each Lot on condition that such water line and/or ditch shall not traverse or otherwise interfere with any Building Site.

Section 8. Road Maintenance and Dust Control. All road maintenance repairs, snow plowing and supervision thereof shall be the duty of and vested in the Association. The Association shall specifically:

8.1 At all times keep in good repair all roads within and providing access to the Property and maintain the same in suitable condition for use by the members of the Association, the owner of the Adjacent Property and emergency vehicles, including fire trucks.

8.2 Plow snow from the roads as required for year around access to any Lot or to the Adjacent Property. The Association shall have on all Lots a 10 foot wide easement for snow storage purposes contiguous to Moon Ridge Lane.

Section 9. Domestic Water System. Operation and maintenance of the central domestic water system serving all Lots in Moon Ridge Subdivision shall be the duty of and vested in the Association.

ARTICLE 9

ASSESSMENTS

Section 1. Owners' Obligation and Creation of Lien. Each Owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any Deed, is deemed to covenant and agree to pay to the Association: (1) All regular assessments or charges; and (2) any special assessments or charges; and (3) any default assessments or charges, all of which shall be fixed, established and collected as determined by the Association. The annual, special and default assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment became due.

All such assessments shall be adopted and assessed in the manner set forth in this Article 9.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be limited to and used exclusively for the following:

2.1 The maintenance, repair, snow removal and improvement of any private road or street within or providing access to the Property, including the construction of acceleration and/or deceleration lanes on County Road 317, if required by Gunnison County.

2.2 The installation, operation, maintenance and repair of any irrigation system and/or domestic water system.

2.3 Any maintenance, repair or improvement required to be made by any Owner to any Improvement on any Lot which the Owner fails to do.

2.4 Any costs and expenses pertaining to the operation of the Association in the performance of its duties.

2.5 Any other purpose approved by a majority vote of all members of the Association.

Section 3. Types of Assessments. The Board of Directors shall have the authority to levy the following types of assessments for the Association:

3.1 Regular Assessments. Assessments for the business and operation of the Association pertaining to all members of the Association and to be apportioned and allocated equally among all Lots.

3.2 Special Assessments. Special assessments for the purpose of construction, improvement, repair, replacement, enlargement or other special purposes pertaining to a specific or special matter. Special assessments shall be apportioned and allocated among all Lots benefitted.

3.3 Default Assessments. Default assessments for the purpose of correcting or remedying an Owner's default hereunder.

Section 4. Regular Assessments. The Board of Directors shall prepare a budget prior to the beginning of each fiscal year of the Association and not less than thirty days prior to the commencement of each fiscal year, the Board shall adopt a final budget and shall determine, levy and assess the Association's regular assessments for the following year. The proposed budget for the next fiscal year shall be distributed to the members.

Section 5. Special Assessments. In addition to the regular assessments set forth in Section 4 above, the Board of Directors may levy in any fiscal year one or more special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or construction, repair or replacement or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such special assessments shall be sent to each owner at least thirty days prior to the due date.

Except as hereinafter provided, prior to the board of directors levying a special assessment that exceeds $9,000.00, the special assessment shall be submitted to and approved by an affirmative vote of the members to be benefitted at either a regular meeting of the members or a special meeting of the members called for such purpose.

Notwithstanding the foregoing, the Board of Directors shall have the authority and obligation to levy a special assessment, without an affirmative vote of the members, to finance the Association's proportional share, in relation to other developments using the same County Road 317 access point and based on documented traffic impacts, of constructing acceleration/deceleration lanes at the intersection of the subdivision's access onto County Road 317. Such special assessment shall be levied at such time as Gunnison County determines that the growth in traffic generated by additional development outside of Moon Ridge using the subdivision's access onto County Road 317 reasonably requires acceleration/deceleration lanes for traffic safety purposes.

Section 6. Assessment for Each Lot. All regular and special assessments shall be apportioned and allocated equally among all Lots.

Section 7. Default Assessments. 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. Any assessment, whether regular, special or default, which is not paid by the due date shall be deemed delinquent. In the event that any assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

8.1 Assess a late charge of at least 10% of the amount due and owing per delinquency.

8.2 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.

8.3 Suspend the voting rights of the Owner during any period of delinquency.

8.4 Bring suit against any Owner personally obligated to pay the delinquent assessment to recover a money judgment, without foreclosing or waiving the lien securing the same.

8.5 To evidence such lien, the Association may prepare a written Statement of Lien setting forth the amount of the assessment, the amount remaining unpaid, the name of the owner, and a description of the Lot. Such statement shall be signed on behalf of the Association by an authorized officer and may be recorded in the records of Gunnison County, Colorado. Such lien shall attach from the date assessed and shall continue as a lien until all sums with interest and other charges thereon, including the Association's reasonable attorney fees and costs, including the drafting and recording of the Statement of Lien, have been fully paid, and such lien shall not be extinguished nor annulled by the foreclosure of any other lien.

8.6 Such lien may be enforced by foreclosure by the Association in the same manner as a foreclosure of a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the costs and expenses for filing the Statement of Lien, and all reasonable attorney's fees. The owner shall also be required to pay to the Association periodic assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

8.7 The Association's lien for unpaid assessments shall be superior to all other liens and encumbrances on such Lot, except only any tax and assessment liens levied by any governmental entity.

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.

Section 9. Successor's Liability for Assessment. In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable with the prior Owner for any and all unpaid assessments, penalties, interest, costs, expenses and attorneys' fees against such Lot.

ARTICLE 10

WATER RIGHTS

Section 1. Water Augmentation Plan. With respect to the water rights owned by the Association, the Association shall be responsible for compliance with the terms of all Water Court cases and augmentation plans relating to Moon Ridge Subdivision, including the

maintenance of all records and other reporting requirements imposed by all decrees and the release of water in storage therein as required by the Colorado Division of Water Resources consistent with the terms of such decrees, and the maintenance, repair, and replacement of all ditches, pipes, flumes, dams, outlet works, and other physical components required for the proper implementation of all plans of augmentation. In the event that one or more wells to serve the subdivision are located on the Adjacent Property, the owner of the Adjacent Property agrees to grant to the Association all easements necessary for the construction, operation and maintenance of such well or wells and all related water lines and other facilities.

Section 2. Enforcement of Water Rights. Any owner of a Lot in the Property shall have the right, in the event of the failure or inability of the Association to preserve and administer the water system and water rights within the Property, to undertake such action as was required of the Association but not performed, and to charge all costs and expenses thereof to the Association, including the maintenance of litigation for the recovery of all costs and expenses so incurred, including such owner's attorneys' fees and costs.

Section 3. Lawn and Garden Irrigation. No owner or occupant of any Lot shall install or irrigate more than 2,000 square feet of lawn and garden out of the Moon Ridge Subdivision Central Water System on any Lot nor shall any owner or occupant of any Lot take any action which contravenes the provisions and limitations contained in the decree of the Division 4 Water Court in case(s) relating to Moon Ridge. Subject to the foregoing limitations, a Lot owner shall have the right to irrigate with water from the Moon Ridge central water system.

ARTICLE 11

ENFORCEMENT OF COVENANTS

Section 1. Violations Deemed a Nuisance. Every violation of this Declaration, the Articles and Bylaws of the Association or any rules and regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.

Section 2. Failure to Comply. 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.

Section 3. Who May Enforce. Any action to enforce any violation of any provision of these Protective Covenants may be brought as follows:

3.1 By the Association in the name of the Association and on behalf of the Owners.

3.2 By the Owner of any Lot.

3.3 By the Owner of the Adjacent Property or any portion thereof.

3.4 By Gunnison County, Colorado.

Section 4. No Waiver. The failure of the Board, the Association, any Lot Owner, the Owner of the Adjacent Property or Gunnison County, Colorado to enforce or obtain compliance as to any violation, shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

Section 5. Right of Gunnison County, Colorado. The Board of County Commissioners of Gunnison County, Colorado is specifically granted the right to enforce these Protective Covenants and to bring any action as may be required for the violation of these Protective Covenants pertaining to the following:

5.1 To protect Gunnison County, Colorado or its inhabitants.

5.2 To enforce all provisions and requirements for the construction, maintenance and control of all roads and driveways, the plowing of snow therefrom, and any dust pollution controls pertaining thereto, all in accordance with the conditions of the approval of the road permits by Gunnison County, Colorado.

Gunnison County, Colorado may enforce these Protective Covenants at its sole discretion, without assumption of any liability whether or not such enforcement is exercised, and without obligation to exercise such enforcement in any circumstance. The ability of Gunnison County, Colorado to enforce the Protective Covenants is non- exclusive and does not preclude any other appropriate party from enforcing these Protective Covenants.

ARTICLE 12

DURATION OF COVENANTS

Section 1. Term. 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.

Section 2. Amendment. This Declaration, or any provision thereof, may be terminated, extended, modified or amended as to the Property subject thereto, or any portion thereof, upon the written consent by Gunnison County and the Owners of 66% or more of the Lots in the Property, provided, however, that no amendment affecting the Adjacent Property shall be effective unless approved in writing by the owner of the Adjacent Property. Any such amendment shall be by an instrument or instruments duly executed, acknowledged and recorded in the records of Gunnison County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Lots within the Property.

Section 3. Mortgage Holder Approval Not Required. The Declaration and/or Plat may be amended as set forth in Sections 2 and 3 of this Article 12 and such amendment shall be effective against the holders of Mortgages encumbering Lots in the Subdivision notwithstanding the fact that such holders of Mortgages have not approved such amendment.

SECTION 13

PRINCIPLES OF INTERPRETATION

Section 1. Severability. This Declaration, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

Section 2. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 3. Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration.

Section 4. Written Notice. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified or registered mail, return receipt requested, to the address of such Owner on file in the records of the Association at the time of such mailing.

Section 5. Limitation of Liability. Neither the Association nor any officer, director or other representative of the Association shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all officers, directors or other representatives of the Association with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association. Such indemnification shall include repayment of all costs and expenses incurred, including reasonable attorneys' fees.

Section 6. Attorneys' Fees. The prevailing party shall be entitled to reasonable attorneys' fees, as well as its reasonable costs and expenses, incurred by it in any proceeding or action to interpret or enforce any provision of the Association documents, including these Protective Covenants.

Section 7. Applicable Law. The proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association documents shall be the County Court or District Court of Gunnison County, Colorado, unless otherwise chosen by the Association.

Section 8. Interest. Any sums, amounts or monies due and owing to the Association documents shall bear interest at 18% per year or at such other higher or lower rate as the Board of Directors may establish from the date due until paid.

Section 9. Partition of Lots. No part of a Lot may be partitioned, separated or subdivided from any other part thereof.

Section 10. Reserved Easements. There is hereby reserved, the following permanent non-exclusive easements, for the benefit of the Adjacent Property:

10.1 An easement for the owner(s) of the Adjacent Property, his, her or their tenants, servants, visitors and invitees, at all times hereafter, with or without vehicles of any description, for all purposes connected with the development, subdivision, use and enjoyment of the Adjacent Property, to pass and repass along the roads and easements within and serving Moon Ridge Subdivision for the purpose of going from the Gothic County Road (#317) to the Adjacent Property, or vice versa, to utilize such roads and easements for the installation and maintenance of utilities and to pass and repass over and across Lots 3 and 8 for the purposes of maintaining the ponds located on such lots and utilizing the water in such ponds. The owner(s) of the Adjacent Property shall contribute to the Association a share of the cost of maintaining and plowing snow from such roads and easements and constructing acceleration/deceleration lanes in proportion to the number of residential dwelling units on the Adjacent Property.

10.2 An easement for the owner(s) of the Adjacent Property, her successors, representatives and assigns, at all times hereafter, to utilize the Moon Ridge Subdivision Water System and easements to serve the adjacent property consistent with the terms of any decrees or augmentation plans relating to the Moon Ridge Subdivision on condition that the owner(s) of the Adjacent Property shall contribute to the Association a share of the cost of installing, operating and maintaining such water system in proportion to the number of residential dwelling units on the Adjacent Property.

10.3 The right to utilize any and all utility and other easements within Moon Ridge Subdivision.

IN WITNESS WHEREOF, this Second Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision is executed this 11 day of June, 2024.

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

By: Randall Rosenblatt
Randall Rosenblatt, Vice- President

STATE OF Texas)
)ss.
County of Dallas)

Subscribed and sworn to before me this 11th day of June, 2024, by Randall Rosenblatt, Vice-President of the Moon Ridge Subdivision Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

(SEAL)

Monica Gail Butler

Notary Public

My commission expires: 6/5/2026

MONICA GAIL BUTLER
Notary Public, State of Texas
Comm. Expires 06-05-2026
Notary ID 7173854

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO APPROVAL

The within Second Amended and Restated Covenants of Moon Ridge Subdivision is hereby approved by the Board of County Commissioners of Gunnison County this ____ day of _____, 2024.

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

ADJACENT PROPERTY OWNER'S CONSENT

The within Second Amended and Restated Covenants of Moon Ridge Subdivision is hereby approved by the Adjacent Property owner, SOPRIS 715, LLC, a Texas limited liability company, this 15 day of April, 2024.

By: _____
John Kiltz, its Member

STATE OF TEXAS)
)ss.
County of Travis)

Subscribed and sworn to before me this 15 day of April, 2024, by John Kiltz, Member, SOPRIS 715, LLC, a Texas limited liability company.

Witness my hand and official seal.

ASHLEY MARIE FURLONG
Notary Public, State of Texas
Comm. Expires 03-01-2027
Notary ID 13422824-5

(SEAL)

_____
Notary Public
My commission expires:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; LUC-24-0003

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Lot Cluster of the parcels legally described as Lot 2, Block 12 Marble Ski Area Subdivision, Filing No. 2; Lot 3, Block 12, Marble Ski Area Subdivision, Filing No. 2; and Lots 41 & 42, Marble Ski Area Subdivision, Filing No. 3

Fiscal Impact:

Submitted by: Jena Greene **Submitter's Email Address:** jgreene@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Jena Greene, *Planning Technician*
(970) 641-7929
jgreene@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00032 | Lot Cluster | Alan Powell
Date: June 6, 2024

The Applicant, Alan Powel, requests approval of a lot cluster as shown in Exhibit A. The parcels legally described as Lot 2, Block 12 Marble Ski Area Subdivision, Filing No. 2; Lot 3, Block 12, Marble Ski Area Subdivision, Filing No. 2; and Lots 41 & 42, Marble Ski Area Subdivision, Filing No. 3 in Marble are desired to be clustered in order to accommodate an Onsite Wastewater Treatment System.

Staff recommends that the Board approve the lot cluster and finds that the application complies with all applicable standards found in LUR Section 5-103 and is compatible with community character, as it will further maintain the character of the Marble area.

> Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:
>
> 1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
>
> 2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The Lot Cluster was reviewed by planning staff and by the County Attorney's Office on June 5th, 2024 and was found to comply with the standards of Land Use Resolution Sec. 5-104.M, *Application Form for Lot Cluster.*

Thank you,

Jena Greene

Exhibits

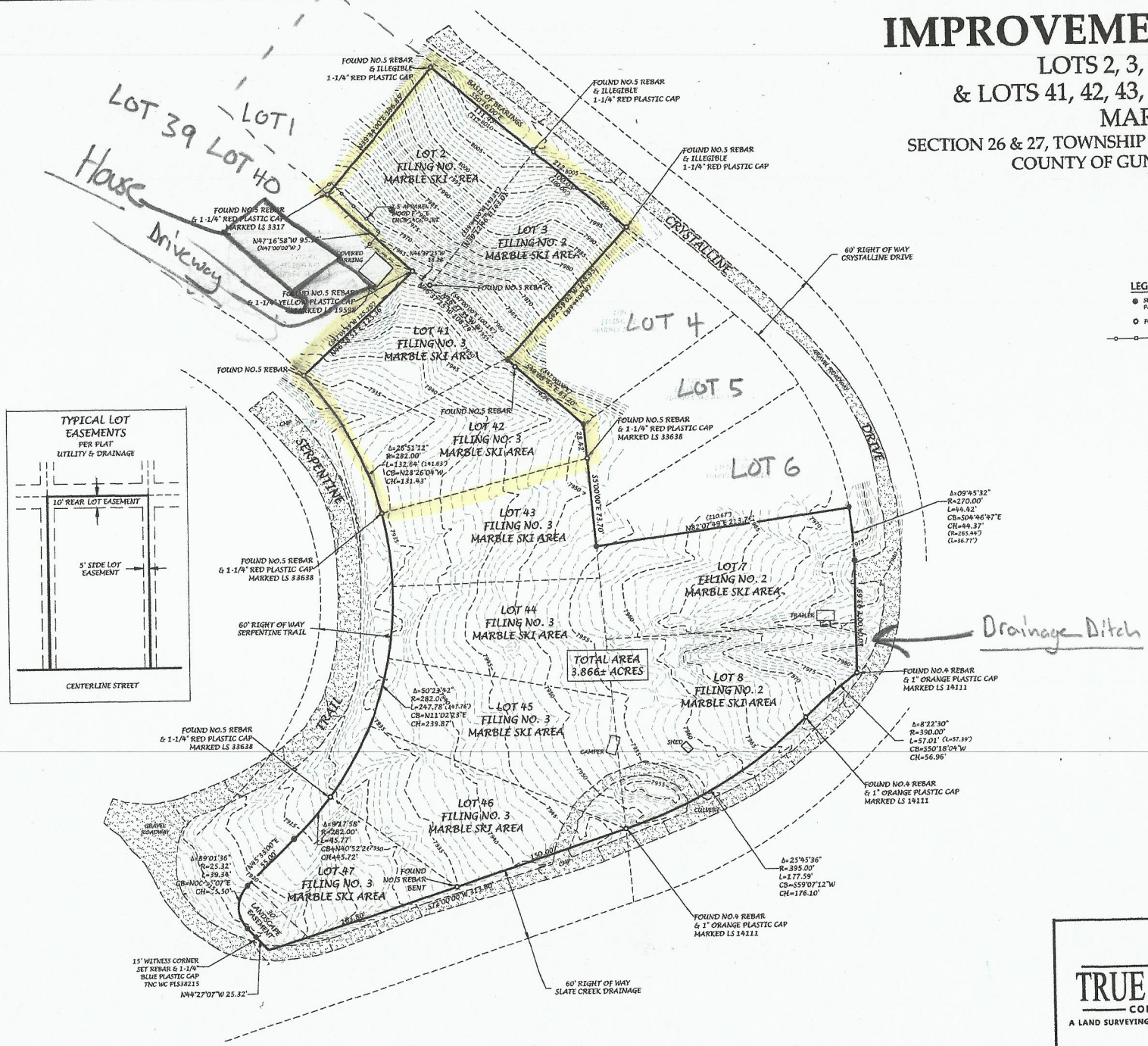
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00032. Click on "Attachments".

A. Lot Plan
B. Lot Cluster Agreement

IMPROVEMENT SURVEY PLAT

LOTS 2, 3, 7, & 8 FILING NO. 2 ,
& LOTS 41, 42, 43, 44, 45, 46, & 47 FILING NO. 3
MARBLE SKI AREA

SECTION 26 & 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM
COUNTY OF GUNNISON, STATE OF COLORADO


LOT 39
LOT 40
LOT 1
House
Driveway
LOT 2 FILING NO. 2 MARBLE SKI AREA
LOT 3 FILING NO. 2 MARBLE SKI AREA
LOT 4
LOT 5
LOT 6
LOT 41 FILING NO. 3 MARBLE SKI AREA
LOT 42 FILING NO. 3 MARBLE SKI AREA
LOT 43 FILING NO. 3 MARBLE SKI AREA
LOT 44 FILING NO. 3 MARBLE SKI AREA
LOT 45 FILING NO. 3 MARBLE SKI AREA
LOT 46 FILING NO. 3 MARBLE SKI AREA
LOT 47 FILING NO. 3 MARBLE SKI AREA
LOT 7 FILING NO. 2 MARBLE SKI AREA
LOT 8 FILING NO. 2 MARBLE SKI AREA
TOTAL AREA 3.866± ACRES
CRYSTALLINE DRIVE
SERPENTINE TRAIL
FOUND NO.5 REBAR & ILLEGIBLE 1-1/4" RED PLASTIC CAP
FOUND NO.5 REBAR & 1-1/4" YELLOW PLASTIC CAP MARKED LS 19581
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 33638
FOUND NO.4 REBAR & 1" ORANGE PLASTIC CAP MARKED LS 14111
60' RIGHT OF WAY CRYSTALLINE DRIVE
60' RIGHT OF WAY SERPENTINE TRAIL
60' RIGHT OF WAY SLATE CREEK DRAINAGE
Drainage Ditch
TRAILER
CAMPER
SHED
CULVERT
GRAVEL ROADWAY
15' WITNESS CORNER SET REBAR & 1-1/4" BLUE PLASTIC CAP TNC WC PLS38215
N44°27'07"W 25.32'
S72°00'00"W 313.80'
150.00'
183.80'
30' LANDSCAPE EASEMENT
FOUND REBAR BENT
N47°16'58"W 95.5' (N47°00'00"W)
N89°24'00"E 384.49'
BASE OF BEARINGS S55°16'E 712.50' (712.50')
N55°16'00"W 712.50'
S55°00'00"E 723.70'
N82°07'39"E 213.75'
(210.67')
N89°24'00"E 384.49'
N44°53'00"E 53.00'
Δ=89°01'36" R=25.32' L=39.34' CB=N00°53'07"E CH=35.50'
Δ=9°17'58" R=282.00' L=45.77' CB=N40°52'27"W CH=45.72'
Δ=50°23'52" R=282.00' L=247.78' (247.76') CB=N11°02'23"E CH=239.87'
Δ=28°51'12" R=282.00' L=132.64' (141.63') CB=N28°26'04"W CH=131.43'
Δ=09°45'32" R=270.00' L=44.82' CB=S04°46'47"E CH=44.37' (R=265.44') (L=86.77')
Δ=8°22'30" R=390.00' L=57.01' (L=57.39') CB=S50°18'04"W CH=56.96'
Δ=25°45'36" R=395.00' L=177.59' CB=S59°07'12"W CH=176.10'
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 3317
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 33638
FOUND NO.4 REBAR & 1" ORANGE PLASTIC CAP MARKED LS 14111
FOUND NO.4 REBAR & 1" ORANGE PLASTIC CAP MARKED LS 14111
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 33638
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 33638
FOUND NO.5 REBAR & 1-1/4" RED PLASTIC CAP MARKED LS 33638
FOUND NO.5 REBAR
FOUND NO.5 REBAR
FOUND NO.5 REBAR
FOUND NO.5 REBAR
FOUND NO.5 REBAR & ILLEGIBLE 1-1/4" RED PLASTIC CAP
FOUND NO.5 REBAR & ILLEGIBLE 1-1/4" RED PLASTIC CAP
FOUND NO.5 REBAR & ILLEGIBLE 1-1/4" RED PLASTIC CAP
0.5' APPARENT WOOD FENCE ENCROACHMENT
COVERED PARKING
N46°39'23"W 37.28'
N46°39'23"W 37.28'
N47°00'00"W 215.38'
N47°00'00"W 215.38'
S47°00'00"E 215.38'
S47°00'00"E 215.38'
N47°00'00"W 215.38'
S47°00'00"E 215.38'
S47°00'00"E 215.38'
N47°00'00"W

Gunnison County
COLORADO

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Alan M. Powell
(Owner)

_____
(Owner)

_____
(Owner)

_____
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Parcels: 291727105036, 291727102011, 291727102012

— Lots 41 and 42 Marble Ski Area Subdivision Filing No 3
— Lot 2 Block 12 Marble Ski Area Subdivision Filing No 2
— Lot 3 Block 12 Marble Ski Area Subdivision Filing No 3
and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 5/30/24 — Alan M. Powell
Owner

Date: _____
Owner

Date: _____
Owner

Date: _____
Mortgage or Lien Holder

STATE OF COLORADO)
)ss
COUNTY OF ~~GUNNISON~~ PITKIN)

The foregoing instrument was acknowledged before me this 30th day of May 2024 by Alan Powell (**Owner/s**).

Witness my hand and official seal.

My Commission expires: 04-06-2025

KEVIN KIYOSHI NAKAGAWA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174004274
MY COMMISSION EXPIRES APR 6, 2025

Notary Public

Address: 420 E. Main St
Aspen, CO 81611

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ _____ _____
Chairperson Vice-Chairperson Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; LUC-24-0003

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Alpine Lumber Company requests the cluster of four parcels of land, legally described as lots 1, 2, 3, and 4 of the Whetstone Industrial Park.

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 3

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Sean Pope, *Planner*
(970) 641-7981
spope@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00034 |Lot Cluster| Alpine Lumber
Memo Date: June 11, 2024
Date: June 18, 2024

The Applicant, Alpine Lumber Company, represented by Bret Wilhoite, request the cluster of Lots 1-4 (parcel nos. 325718002003 – 325718002006) of the Whetstone Industrial Park as shown in Exhibit A. The Applicant has provided a statement of no liens on the property, Whetstone Industrial Park Lot Owners Association approval, and consent from Gunnison County Electric Association (GCEA) for the clustering of the aforementioned lots.

The application was reviewed by planning staff and the County Attorney's Office and was found to comply with the standards of Land Use Resolution Article 5: *Administrative Review Projects That Require Land Use Change Permits*:

A. GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
    1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
    2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The proposed lot cluster meets the specific standards enumerated in LUR Section 5-104:M – *Application Form for Lot Cluster* and has received the approvals or consent from the Lot Owners Association and GCEA. The proposed lot cluster by Alpine Lumber Company within the Whetstone Industrial Park is compatible with the neighboring uses and the Whetstone Industrial Park Covenants.

Thank you,

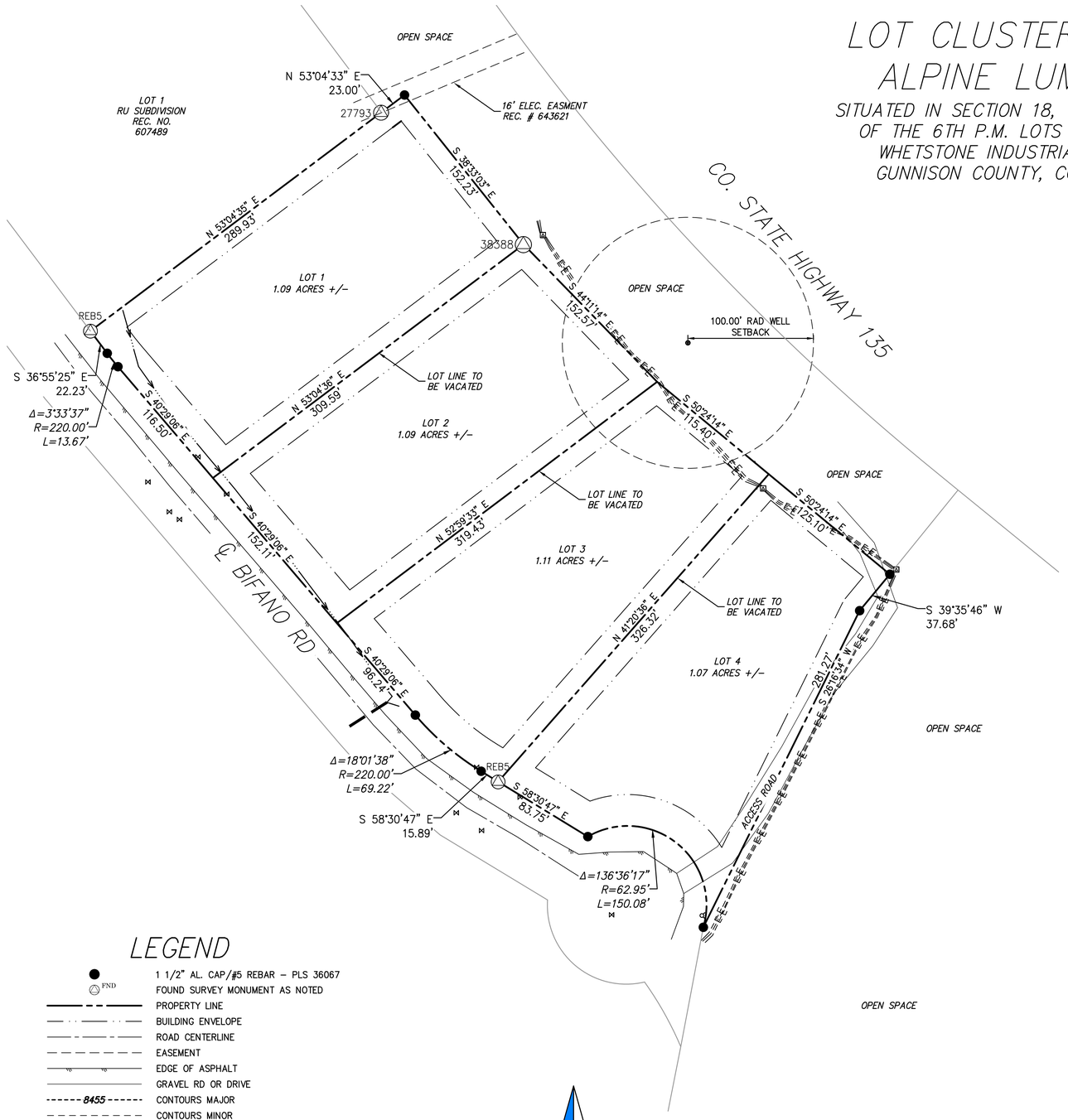
Sean Pope

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00034 . Click on "Attachments".

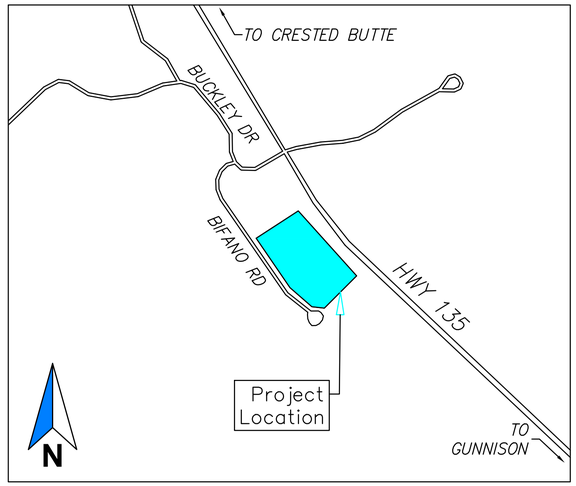
A. Alpine Lumber Lot Cluster Site Plan
B. Lot Cluster Agreement and Declaration

LOT CLUSTER EXHIBIT
ALPINE LUMBER

SITUATED IN SECTION 18, T.14S., R.85W.
OF THE 6TH P.M. LOTS 1,2,3,4 OF
WHETSTONE INDUSTRIAL PARK,
GUNNISON COUNTY, COLORADO



SCALE: 1" = 50'
22" X 34" SHEET
U.S. SURVEY FEET



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 WHETSTONE INDUSTRIAL PARK, ACCORDING TO THE PLAT RECORDED JUNE 27, 2018 AT RECEPTION NO. 654063. COUNTY OF GUNNISON, STATE OF COLORADO

BASIS OF BEARING:

NW LINE OF LOT 1 IS ASSUMED TO BEAR N 53°04'35" E AND IS MONUMENTED AS SHOWN HERON. ALL OTHER BEARINGS ARE RELATIVE THERE TO.

LEGEND

●	1 1/2" AL. CAP/#5 REBAR – PLS 36067
FND	FOUND SURVEY MONUMENT AS NOTED
	PROPERTY LINE
	BUILDING ENVELOPE
	ROAD CENTERLINE
	EASEMENT
	EDGE OF ASPHALT
	GRAVEL RD OR DRIVE
8455	CONTOURS MAJOR
	CONTOURS MINOR
	DITCH
	EDGE OF WATER
E E	ELECTRIC LINE UNDERGROUND
△	TRANSFORMER
⋈	WATER VALVE
⊄	FIRE HYDRANT
◉	WELL
	CULVERT
⊗	TEST PIT

Notice 13–80–105 C.R.S, as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LOT CLUSTER EXHIBIT
ALPINE LUMBER
SITUATED IN SECTION 18,T.14S.,R.85W.
OF THE 6TH P.M. LOTS 1,2,3,4 OF WHETSTONE INDUSTRIAL PARK
COUNTY OF GUNNISON, STATE OF COLORADO.

PLAT DATE:	02/12/2024
PROJ. #	23.SUR.147
CAD FILE:	23–147–SUR Lot Cluster Exhibit.dwg
DRAFTER:	ML/JDH
FEILD DATE:	08/13/2023
FIELD CREW:	JR
AREA:	
CLOSURE:	

BUCKHORN ENGINEERING
WWW.BUCKHORNENGINEERING.COM
jrease@buckhornengineering.com
222 South Park Avenue
Montrose, Colorado 81401
970-249-6828

CLIENT: ALPINE LUMBER CO.
10170 CHURCH RANCH WAY,
STE 350
WESTMINSTER, CO 80021

DRAWING NUMBER
V-1

T:\SURVEY\2023\23-147-SUR Alpine Lumber ALTA - Survey\70Survey\Dwg\23-147-SUR Lot Cluster Exhibit.dwg PLOT DATE 2024-2-12 12:02 SAVED DATE 2024-02-12 12:02 USER: jharness

Gunnison County
COLORADO

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Alpine Lumber Company
(Owner)

_____
(Owner)

_____
(Owner)

_____
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Section 18, T.14.S., R.85W of the 6th P.M Lots 1,2,3,4
Lots 1,2,3,4, Whestone Industrial Park according to the plat thereof recorded June 27, 208 in the real property records of Gunnison County, Colorado at reception number 654063, Gunnison County, Colorado

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 4/23/24 _____ **Owner**

Date: _____ **Owner**

Date: _____ **Owner**

Date: _____ **Mortgage or Lien Holder**

STATE OF COLORADO)
)ss
COUNTY OF ~~GUNNISON~~ JEFFERSON)

The foregoing instrument was acknowledged before me this 23RD day of April 2024 by _____ **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 3.17.2027

_____
Notary Public

Address:

LAURA JEAN MATTE
Notary Public
State of Colorado
Notary ID # 20184047866
My Commission Expires 03-17-2027

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

02/2023

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ Chairperson

_____ Vice-Chairperson

_____ Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Upper Gunnison River Water Cons

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of Support for UGRWCD to use Airborne LiDAR to measure and analyze mountain snowsheds

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** schavez@ugrwcd.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/11/2024

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

Comments:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 6/18/2024

Revised April 2015

Employing new technologies to increase the accuracy of snowpack measurement and water supply forecasting and inform scientific studies in the Gunnison River Basin

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Executive summary (May 10, 2024, Upper Gunnison River Water Conservancy District, Gunnison, Gunnison County, Colorado)

Colorado is facing ever-increasing pressures related to limited water resources that have been exacerbated by climate change and population growth. Precipitation falling in the mountain headwaters in Colorado is a critical source of water supply to the entire Colorado River Basin. Specifically, the Gunnison River is the second largest tributary to the Upper Colorado River system and is home to multiple United States Bureau of Reclamation (Reclamation) owned reservoir facilities, including Taylor Park Reservoir, Aspinall Unit (Blue Mesa, Morrow Point, and Crystal Reservoirs), and Paonia Reservoir. It is critical to have accurate snowpack and precipitation data, and streamflow measurements in order to produce accurate water supply forecasts and better inform our ability to respond to varying hydrology.

The proposed work will quickly expand advanced snow measurement capabilities already being used in California and Colorado, capitalize on a new localized high-resolution doppler gap weather radar site and robust streamflow gaging networks, and inform critical climate and hydrologic studies being conducted by the Lawrence Berkeley National Laboratory (LBNL) and U.S. Geological Survey (USGS). This data will be assimilated into forecast models to increase their accuracy and provide operational support and verification for water management in the Upper Colorado River Basin including federal reservoir facilities in the Upper Gunnison and North Fork River Basins.

Together with local and state partners, the Upper Gunnison River Water Conservancy District (UGRWCD; applicant), the Colorado River Water Conservation District (CRD), and the North Fork Water Conservancy District (NFWCD) propose to partner with Airborne Snow Observatories, Inc. (ASO) to fund, conduct, and manage up to 12 high-resolution aerial snow surveys during spring snowpack accumulation and ablation over the next 3 years (March 2025 through July 2027) covering the highest water-yielding sub-basins within the Gunnison River (Taylor River, East River, Lottis Creek, Muddy Creek, and Anthracite Creek). The ASO data and analysis provide the most accurate real-time understanding of mountain snowsheds, and support runoff forecast improvements and forest and water management decision-making. These snow

survey flights will be coordinated with other local, federal and state stakeholders and results from these surveys will be paired with iSnobal model results and WRF-Hydro streamflow forecasts to support water resources decision-making.

This project meets Reclamation funding objectives through the use and deployment of novel snow monitoring technology in areas with very limited snow measurement coverage. This project will also improve the knowledge of snowpack characteristics and dynamics data to enhance the skill of existing water supply forecasting tools and to further the use of new physically based modeling frameworks (e.g., iSnobal and WRF-Hydro).

Existing ground-based snow monitoring networks like the Natural Resources Conservation Service (NRCS) Snow Telemetry (SNOTEL) have limited spatial coverage in the Upper Gunnison and North Fork basins. This proposal will provide spatially complete and detailed snow measurement coverage for underserved areas. The project will closely coordinate with the National Oceanic and Atmospheric Administration (NOAA) Colorado Basin River Forecast Center (CBRFC) to provide the collected ASO data for direct insertion into their experimental streamflow forecasts, making new perspectives available for operations.

Currently, CBRFC's forecasts contain significant errors in the Gunnison River Basin. The data collected by this project will be assessed by comparing the benefits of inflow forecast measurements from both CBRFC and WRF-Hydro water supply and inflow forecasting models that incorporate ASO measurement data, localized doppler gap weather radar, and comprehensive stream gauging. This integrated project will help the UGRWCD, CRD, NFWCD and associated stakeholders with water resources decision-making, including optimized reservoir use, drought planning, irrigation water use, and stewardship management related to stream health and endangered fish recovery.

Because the UGRWCD has years of experience with WRF-Hydro model development and incorporation of ASO data, interested parties like, Reclamation will be able to quickly assess the impacts and benefits of snowpack characterization and measurement technology upon water supply forecasts and the project sponsors will be able to quickly share results and mentor others considering similar technologies.

PROJECT LOCATION: Funding support is requested to collect and analyze snowpack data and to simulate snowmelt in important, underserved areas of the Upper Gunnison River Basin (see map below). Specifically, aerial snowpack surveys will be performed for some of the highest water-yielding sub-basins per unit area of the Upper Colorado River Basin that feed crucial Reclamation reservoirs:

- Taylor River, East River, and Lottis Creeks: tributaries to the Gunnison River in Gunnison County, Colorado, covering 1,474 km^2, critical areas for Taylor Park Reservoir and the Aspinall Unit.
- Muddy Creek and Anthracite Creek: tributaries to the North Fork of the Gunnison River in Gunnison County, Colorado, covering 1,360 km^2, critical to the operations of both Paonia Reservoir and the Aspinall Unit.

These basins directly affect critical federal Reclamation reservoir facilities that help meet the water needs of millions in the Upper Colorado River Basin, including:

- Taylor Park Reservoir: Storage capacity of 106,200 acre-feet, provides optimal flows for recreation and aquatic wildlife while meeting water needs in Gunnison, Montrose, and Delta Counties and providing supplemental irrigation water for 83,000 acres in the Uncompahgre valley.
- Aspinall Unit (original Unit of the Colorado River Storage Project): Composed of Blue Mesa (940,800 acre-feet; the largest reservoir in Colorado), Morrow Point (117,190 acre-feet), and Crystal Reservoirs (26,000 acre-feet).
- Paonia Reservoir: 15,000 acre-feet supplies supplemental agricultural water to 15,300 acres of the North Fork valley.

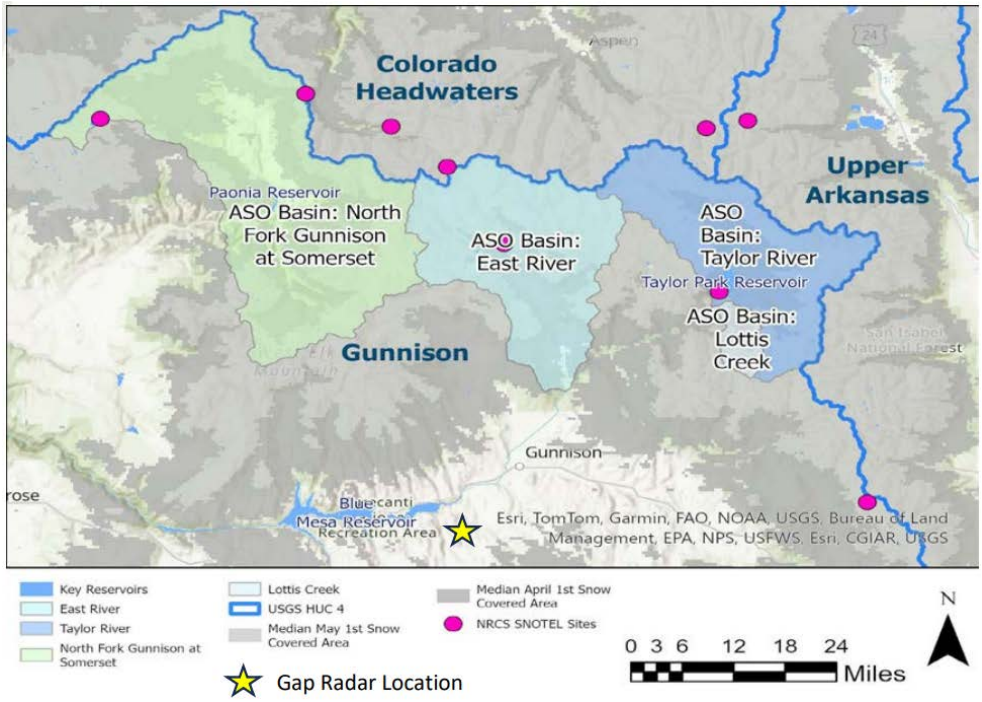


Figure 1 - Project Area Map

MOTIVATION / PROBLEM STATEMENT: The Colorado River Basin is seeing increased demand for water while experiencing declining supplies, making it more critical that water managers have accurate water supply data and management tools. Upper Gunnison Basin water users are entirely dependent upon high mountain snowpack which essentially functions as an unmeasured and unregulated natural reservoir.

In order to effectively manage this natural reservoir, it is essential to accurately and reliably measure its water content in space and in time. Water users and existing water availability forecast models utilize and rely on ground-based point location snowpack stations (e.g. SNOTEL) that have limited spatial coverage (especially below 8,500 and above 11,000 ft elevation in the Gunnison Basin) and are not representative of basin-scale snowpack conditions. The proposed project meets the objectives of the grant opportunity by utilizing emerging technologies, including aircraft-mounted LIDAR and hyperspectral instrumentation, high-resolution spatial and temporal precipitation data from doppler gap weather radar, and comprehensive stream monitoring in underserved areas to address snowpack and water supply data gaps, and to develop, test and refine new physically-based distributed forecast models (WRF-Hydro, iSnoBal). This will improve water management and inform scientific studies.

The CBRFC water availability forecasts are the main tool used to inform water users in the Gunnison Basin, but the forecasting models have significant errors in this Basin (Table 1). More accurate snowpack forcing data is needed to reduce errors and increase the forecast model skill score.

Table 1: Mean Absolute Error (MAE) and skill score of the May 1st forecast of the April-July runoff volume from the CBRFC Ensemble Streamflow Prediction (ESP) model[1]

Location	1991-2020 May Mean Absolute Percent Error	1991-2022 May Mean Absolute Error and Range	1991-2022 Skill Score
Paonia Reservoir[2]	21%	14 KAF[3] (0.1 to -84 KAF)	~67
Taylor Park Reservoir[4]	14%	11 KAF (0.1 to -33 KAF)	~60
East – Almont[5]	11%	18 KAF	~70
Blue Mesa Reservoir[6]	14%	73 KAF (6.6 to -270 KAF)	~70

The CBRFC starts forecasting the April-July runoff volume in December of the previous year. As the season progresses, the errors decrease as more data becomes available. The May forecast errors (see Table 1), are still significantly high at a time (May) when a considerable amount of runoff has already occurred, and reservoir releases are ramping up.

Paonia Reservoir has the highest percent MAE of 21%, equivalent to 14 KAF. This error is significant and approximately equivalent to the reservoir's active storage capacity. The largest measured error was 84 KAF, six times the MAE. Every year, the NFWCD and Reclamation must make the critical decision of when to close the reservoir gate to begin filling. Closing the gate too early increases the amount of sedimentation in the reservoir basin, while closing the gate too late could create a risk of not filling.

The MAE percent at Taylor Park Reservoir is 14%, corresponding to 11 KAF which is equivalent to flows of almost 400 cfs for two weeks. Such flows, especially in the late season can have significant impacts on agricultural and recreational operations, the fishery, and the local economy. It is important to highlight that the largest error was 33 KAF, three times the MAE. Taylor Park Reservoir operations are complex. A unique exchange agreement allows released water from Taylor to be "re-stored" in Blue Mesa Reservoir prior to delivering it to farmers downstream. Each year (March - October) UGRWCD seeks input and direction from local users of the Taylor and Gunnison Rivers above Blue Mesa regarding the optimization of reservoir operations for the fishery, irrigation, and recreation and relays recommendations to the four parties to the exchange agreement (UGRWCD, CRD, UVWUA, and Reclamation). These entities then jointly adopt a plan for reservoir releases. These seasonal plans are based on forecasted water supply volumes and are directly impacted by the above-mentioned forecast errors.

The percent MAE at Blue Mesa Reservoir is 14%, translating to 73 KAF. The largest forecast error was 270 KAF, over three times the MAE. Aspinall Unit operations are guided by the Record of Decision (ROD) for the Aspinall Unit Operations Final Environmental Impact Statement[7] and the Black Canyon Water Right Decree. These documents specify the magnitude and duration of the desired peak and baseflow flows in

[1] CBRFC historical water supply verification https://www.cbrfc.noaa.gov/dbdata/verif/verif_map.html

[2] CBRFC Muddy Creek, Paonia Reservoir, Bardine, Nr (PRSC2) water supply verification https://www.cbrfc.noaa.gov/rmap/wsup/point.php?rfc=cbrfc&mode=verif&id=PRSC2

[3] KAF = Thousand acre-feet

[4] CBRFC Taylor, Taylor Park Reservoir (TPIC2) water supply verification https://www.cbrfc.noaa.gov/rmap/wsup/point.php?id=TPIC2

[5] CBRFC East, Almont (ALEC2) water supply verification https://www.cbrfc.noaa.gov/rmap/wsup/point.php?id=ALEC2

[6] CBRFC Gunnison, Blue Mesa Reservoir (BMDC2) water supply verification https://www.cbrfc.noaa.gov/rmap/wsup/point.php?id=BMDC2

[7] ROD for the Aspinall Unit Operations, Final Environmental Impact Statement, April 2012. Available online at: https://www.usbr.gov/uc/envdocs/eis/AspinallEIS/ROD.pdf.

targeted reaches that include the Black Canyon of Gunnison National Park, located immediately downstream of the Crystal Reservoir and in designated critical habitats for endangered fish species. The ROD specifies that the Aspinall Unit will be operated in a manner to provide sufficient water to avoid jeopardy to endangered fish species. The required magnitude and duration of these flows are based on the "Year Type" category. The "Year Type" is "determined by the May 1st forecast of projected April through July inflow to Blue Mesa Reservoir." The Year Type determination drastically changes the required release from the Aspinall Unit. Having significant errors in the water supply forecasts can result in too much or too little water being released, affecting power generation, water supplies, and natural resource health. Additionally, the ROD states that peak releases will be made in an attempt to match the peak flow of the North Fork to maximize the potential of meeting a desired peak at the Whitewater gage" and that the peak flow for the Black Canyon Water Right will be coordinated with peak flow releases specified in the ROD to achieve a single peak flow at Whitewater.

In 2023, for example, the coordinated effort to achieve a single peak flow in the Black Canyon and Whitewater was not achieved. The first increase in releases from the Aspinall Unit resulted in flooding concerns along the Gunnison River near Delta, Colorado, halting ramp-up. Releases ramped up again in late June to meet the Black Canyon peak flows, inefficiently causing two distinct peak flow releases and adversely impacting the ability to fill Blue Mesa Reservoir. This resulted in many concerns from multiple stakeholders. Given the complexity of the Aspinall Unit operations, it is critical to have accurate snow and water supply forecasts for both the Upper Gunnison and the North Fork in order to more effectively coordinate and optimize operations in both systems.

Limitations in the current forecasting framework are widely recognized. In the attached letter of support from CBRFC it is stated that "CBRFC continues to investigate and identify methods to improve water supply forecasts with this data" and "we see potential to use these data to reduce uncertainty in our seasonal runoff forecasts". ASO data has been shared effectively with CBRFC in recent years for direct insertion into their experimental streamflow forecasts, making new perspectives available for operations and the intent is that collaboration is further strengthened to promptly inform forecast model runs. Furthermore, this proposed project has support letters from the Colorado Water Conservation Board (CWCB), Reclamation Western Colorado Area Office, CRD, NFWCD, UVWUA, Taylor Park Local Users Group, USGS, and LBNL. All of these entities rely upon ASO and accurate water availability forecasts to inform scientific studies, water supply planning, operations and model validation.

The Gunnison watershed is the ideal watershed to continue testing and validating model capabilities and accuracy. ASO snow data and simulation products can help optimize multiple benefits including reservoir storage use from the Aspinall Unit, Taylor Park, and Paonia Reservoirs, improve drought resiliency, meet agricultural supplemental irrigation water needs, benefit stream-based recreation and tourism, support stream health, and monitor pre and post land management practices or impacts from wildfire on runoff behavior by better understanding snow dynamics and runoff.

Alignment with Program Objectives: This project directly aligns with the objectives of this funding opportunity "to improve the skill of water supply forecasts via enhancing snow monitoring through the deployment of emerging technologies to complement existing monitoring techniques and network" and includes all four stated project components:

1. Demonstrating and/or deploying emerging snow monitoring technologies. ASO technology using integrated airborne lidar and spectrometer measurement and rapid data production adds a significant new capacity to achieve full-basin, high-resolution, and high-accuracy Snow Water Equivalent (SWE) inventories for decision-support. No other snowpack measurement product in Colorado provides

measurements with (1) High accuracy: 5-13% uncertainty in total SWE volume (Oaida 2019[8]), compared to >60% uncertainty by Snow Data Assimilation System (SNODAS), (2) Complete measurement of the snowpack at the watershed scale, (3) Distributed measurements showing variation by elevation and aspect, and (4) Quantification of snow albedo, impacts due to dust-on-snow, and its influence on snowmelt.

2. Demonstrating and/or deploying improvements to existing snow monitoring technologies. Ground-truthed ASO data will enhance currently available snowpack datasets (i.e., SNOTEL).
3. Deploying snow monitoring technologies in areas with poor existing snow monitoring coverage. The Upper Gunnison and the North Fork Basin have very limited snow data available. There are only two SNOTEL sites in the Upper Gunnison and only one in the North Fork. This will be the first time ASO will acquire data in the underserved North Fork Basin.
4. Improving the use of snow monitoring data to enhance the skill of water supply forecasts. This project is built around the need to have more representative snow data to generate accurate water supply forecasts by minimizing the significant known errors. Continuity and expansion of the ASO program is a critical effort towards reliable and robust decision-support tools, away from traditional regression-based relationships that are no longer valid as watershed and hydroclimatic conditions continue changing.

ASO data fills a critical gap in water monitoring by supplementing existing sparse measurements of mountain snowpacks. There are several benefits to hydrologic measurement networks and streamflow forecasts that come from using ASO data. These methods and improvements are well-established by the California Department of Water Resources and users in Colorado (like the Upper Gunnison) and include: (1) Forecast improvement through more precise SWE volume and spatial distribution estimates, (2) Improved estimates of remotely-sensed snow depth versus ground-based snow monitoring networks, (3) Accurate calculation of runoff efficiency and better understanding of basin hydrology through comparison of snowpack and measured runoff using varying models and stream gauges, (4) Quantification of dust-on-snow impacts on snowmelt timing and volume, and (5) Monitoring of vegetation management practices and post-fire changes in snowpack dynamics and melt rates.

PRIOR WORK & RESULTS: The ASO program began as the Airborne Snow Observatory project at the NASA Jet Propulsion Laboratory. After eight years of development and refinement of the technology and applications, NASA leadership determined the program had achieved technology and applications readiness levels that exceeded the agency's science mission, and facilitated a technology transfer process resulting in the formation of Airborne Snow Observatories, Inc., a Colorado Public Benefit Corporation.

ASO, Inc. has extensive experience acquiring lidar and spectrometer data for seasonal snowpack monitoring around the Western US. Through Water Year 2023, ASO's 11th snow season, the team has conducted over 500 flights in the mountains of Colorado, California, Oregon, Washington, Wyoming, and Idaho. ASO flights have been conducted in the Upper Gunnison since 2016. The ASO, Inc. team uniquely has the integrated expertise with snow hydrology and snow science, lidar and hyperspectral remote sensing, snow density modeling, geospatial processing, and physically based data assimilation and hydrologic forecasting to meet the requirements dictated complex mountainous, snow-dominated watersheds.

Since 2009, the WRF-Hydro model has been used in a series of seasonal water supply forecasting studies throughout the western U.S. to examine the role of novel observations, like the ASO snowpack products, on the skill of seasonal water supply forecasts into managed water bodies and reservoirs. Moving beyond

[8] Oaida, C. M., Reager, J. T., Andreadis, K. M., David, C. H., Levoe, S. R., Painter, T. H., ... & Famiglietti, J. S. (2019). A high-resolution data assimilation framework for snow water equivalent estimation across the Western United States and validation with the airborne snow observatory. Journal of Hydrometeorology, 20(3), 357-378.

a multi-year research collaboration, starting in 2020, National Center for Atmospheric Research's (NCAR) entered into a strategic partnership with ASO, Inc. to streamline and formalize water supply forecasting activities first for the state of Colorado and more recently in California. Presently, the WRF-Hydro team at ASO, Inc. provides real-time ASO-assimilated snowpack and water supply forecasts to over 30 entities within the states of Colorado, Utah, and California. This work is done in a joint operations-research capacity both providing water managers with critical snowpack and runoff forecast information using ASO data while also engaging in long-term research to quantify the benefits of ASO snowpack observations on snowpack and water resources forecasting and decision making.

The key project team members are:

- Sonja Chavez: General Manager at the UGRWCD. BS Environmental Biology, MS Limnology. Over 20 years of water resources management and planning experience.
- Jeffrey Deems: Co-founder & Chief Technical Officer for ASO, Inc. Helped pioneer the use of lidar snow depth mapping in support of hydrologic science, water management, and avalanche mitigation.
- David Gochis: Currently Head of Prediction Services for ASO, Inc, but was with NCAR for over 20 years and is the original and continued lead developer of the community WRF-Hydro modeling system.
- Dave "DK" Kanzer: Director of Science and Interstate Matters at the CRD. BS and MS in Geological Engineering. Registered Professional Engineer in Colorado and almost 30 years of water resources management experience at the CRD.
- Raquel Flinker: Senior Water Resources Engineer/ Project Manager at the CRD. BS in Environmental Engineering and MS in Geosciences (Hydrology focus). Registered Professional Engineer in Colorado and over 10 years of experience.
- Collaborators: Page Weil, CASM team lead; Eric Skeie, Special Project Coordinator, CWCB.

Supports Related Scientific Studies: UGRWCD cooperates with a series of leading scientific organizations to conduct ongoing data collection and research projects in the East and Taylor River Basins including LBNL efforts modeling hydro-biogeochemistry, snowpack accumulation and retention; NCAR project evaluating 20-year basin-wide operational cloud seeding program; WRF-Hydro research in the Taylor River Basin refining modeling framework to address water supply forecasting for water users; USGS Upper Gunnison Basin Next Generation Water Observing Systems (NGWOS) national priority site for high-fidelity observations in a snowmelt-dominated system and regional Upper Colorado River Basin evaluation of core indicators of water-availability focused on snowpack accumulation and melt on water budget components, and detailed irrigation return flow model development in the East River Basin.

Regarding the WRF-Hydro research, in 2016, the UGRWCD began working with NCAR (via the University Corporation for Atmospheric Sciences; UCAR) to develop an alternative model for Taylor Park Reservoir using WRF-Hydro for reservoir inflow forecasting and in 2022 assimilated Airborne Snow Observation measurements into the model. The result was a 3% SWE error in the Taylor and East River Basins which significantly improved management of available water supplies.

Data and analysis from this project will support these above-mentioned related scientific efforts (see LBL and USGS letters of support) and in turn will help support other underserved areas such as the NFWCD by providing lessons learned regarding data collection, analysis and model simulation.

Technical Readiness Level: Per the Emerging Technologies in Snow Monitoring Report to Congress (2021), "Aircraft Lidar" technology is classified as a Technology Readiness Level (TRL) 8, though the ASO program is implemented operationally by the State of California, implying both Technology and Applications Readiness Level 9. The ASO Inc. (ASO) methodology combines lidar-derived snow depth with albedo estimates from an imaging spectrometer to model SWE using the iSnobal model. The ASO system of data acquisition and report production has been used operationally in Colorado and California since 2016.

The iSnobal model used to represent snowpack is also classified as a Technology Readiness Level 8, per

the Report to Congress. iSnobal, developed by USDA ARS, and customized for integration with the ASO data pipeline, is a physically based, and spatially distributed snow model that characterizes snowpack conditions for each grid cell across a basin, enabling representation of complex topography and mass/energy fluxes. iSnobal runs at an hourly time step using input from weather models and/or in-situ data with the ability to assimilate observations and ASO data. When paired with ASO data, iSnobal runs on a 50m grid.

The WRF-Hydro system has been in official NOAA operations since 2015. The team at NCAR built and onboarded the system for NOAA and they remain the scientific and technical experts of that system. In that role as a real-time operational forecasting system for an official government agency and others they have achieved a Technical Readiness Level 8.

Doppler Weather Radar is a radar system that is at Technology Readiness Level 8 as this type of system has been completed and qualified through tests and demonstrations in many different areas.

Coordination of ASO Flights: Since 2019, the Colorado Airborne Snowpack Monitoring (CASM) program has worked to address the operational hurdles of widespread ASO deployment. The CASM program is overseen by the CWCB with nearly 100 public and private sector stakeholder agencies. CASM's mission is to improve water supply management and understanding of hydrology across Colorado through the widespread deployment of ASO snowpack measurements. CASM coordinates flights and helps align available funding with stakeholder needs to expand ASO snow surveys and improve runoff forecasting statewide. The UGRWCD and the CRD have been involved in the CASM program since 2021 and through this coordination, the Upper Gunnison and Roaring Fork River basins benefitted from ASO snow surveys in 2023 and 2024 during spring runoff. These surveys, and the associated snowpack reports and streamflow forecasts developed through assimilation into the WRF-Hydro model, were used to inform UGRWCD's and CRD's water resources decision-making, specifically around drought planning and reservoir operations in the Taylor Park and Ruedi Reservoirs.

TECHNICAL APPROACH & PROJECT ACTIVITIES:

ASO Technology: ASO uses an airplane-mounted system consisting of an imaging spectrometer, scanning lidar, and inertial measurement unit to take high-resolution measurements of snow depth and albedo covering full watersheds. ASO is the first such system designed specifically for snow and water resources monitoring and research. The resulting data provides watershed-scale snowpack measurements with detail, accuracy, and decision-support value unprecedented in water management. ASO requires that a basin has a "snow-free" lidar data set for the area to provide a geodetic baseline to compare to the snow survey. Snow-free data preparation is centered around the development of a lidar dataset that has sufficient point density and homogenous accuracy throughout the basin, including under forest canopies. In 2016, a snow-free survey was collected for the Upper Gunnison Basin, but for the North Fork Basin, it is planned for this fall leveraging State and local resources.

The potential challenges involved with ASO snow measurement are expense, logistics for piloted aircraft, and weather restrictions for piloted aircraft in remote areas. The ASO team has extensive experience mitigating these challenges in operational settings. Since 2019, CASM has worked to address the operational limitations of widespread ASO deployment.

WRF-Hydro Runoff Forecasting: The community WRF-Hydro hydrologic modeling system is developed and supported by NCAR for the scientific and water applications community. In the spectrum of hydrologic prediction models, WRF-Hydro is a multi-scale, physics-based, high-resolution (10s m – 1 km spatial resolution), spatially distributed modeling framework. With origins and applications extending back to 2003, the WRF-Hydro is a world-leading hydrologic forecasting system and serves as one of the official water forecasting models for the U.S. National Weather Service. The WRF-Hydro model ingests real-time weather and hydrologic observation information to create rapidly updated analyses and predictions of

hydrologic conditions including soil moisture, snowpack, and evapotranspiration.

A strength of the WRF-Hydro modeling system is its robust capability to provide full water and energy budget accounting and constraint as well as its ability to rapidly assimilate a wide stream of operational and novel observations into its forecasting workflow. Lastly, the WRF-Hydro system can run on a host of computer platforms from desktops to massive High-Performance Computers. More recently, ASO, Inc. has revolutionized the use of cloud computing platforms (Amazon Web Services) to enable the use of the WRF-Hydro system in on-demand, operational, highly scalable computing environments.

The WRF-Hydro modeling team has extensive experience in piloting and operationalizing gap-filling radar data into operational hydrologic forecasting models like WRF-Hydro. In 2015-2016 the WRF-Hydro modeling team, now at ASO, Inc., led a study documenting the impact and feasibility of using gap-filing radar to provide seasonal precipitation estimates over the Upper Rio Grande and Conejos River systems. That study showed there was a significant benefit to reducing uncertainty in operational precipitation observation estimates used in snowpack and runoff models. The seasonal runoff simulations conducted with radar precipitation estimates led to improved simulated runoff values at multiple forecast locations within these two river basins. They also produced snowpack estimates that were closer to ASO airborne lidar-observed snowpack estimates thereby resulting in smaller forecast model snowpack assimilation updates, which in turn reduces ultimate model forecast uncertainty.

If funded, the UGRWCD will contract with ASO Inc. to conduct snow surveys across the proposed area: Four total snow surveys/year (2025-2027) during runoff season. Two flights covering the Upper Gunnison Basin (East River, Taylor River, and Lottis Creek) and two flights covering the North Fork Basin (Muddy Creek and Anthracite Creek). Each year, one snow survey will be conducted close to peak SWE (typically April 1st - 15th) and another midway through melt season (typically mid-May). Precise dates of the snow surveys are variable based on operational and weather factors. Within 72 hours of completion of each snow survey, ASO Inc. will deliver data and reports through their free web portal at https://data.airbornesnowobservatories.com. Data delivered will include: 1) Detailed basin report on snow water equivalent, including discussion of snow density and SWE variations by elevation and aspect, 2) Gridded data of snow depth at 3m and 50m resolutions, 3) Gridded data of snow water equivalent at 50m resolution, 4) Gridded data of snow albedo at 50m resolution, 5) iSnobal modeling report on snowpack conditions, and 6) WRF-Hydro model outputs for water management throughout the Gunnison basin.

WORK PLAN & SCHEDULE: The anticipated timeline of all activities for the proposed project is shown in the following table.

Table 2: Project timeline and activities

Project Activity	**Entity**	**2024**				**2025**				**2026**				**2027**			
		Q1	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
USBR Grant Award	USBR			X													
Pre-Season Coordination	CASM				X	X			X	X			X	X			
Snow-free Surveys	ASO			X													
Snow Surveys	ASO					X	X			X	X			X	X		
Delivery of Snowpack Measurements and Forecasts	ASO WRF-Hydro					X	X			X	X			X	X		

Streamflow Measurements	USGS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Gap Doppler Weather Radar	W3IC	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Annual Summary of Activities	UGRWCD							X				X				X	
Progress & Financial, Final Report	UGRWCD		X				X				X						X

Acquisition of Snow-Free Data (pre-award): In 2016 the Department of Energy and CWCB funded the acquisition of snow-free data for the East, Taylor and Lottis sub-basins. For the Muddy and Anthracite Creeks, snow-free data will be collected fall of 2024. Without snow-free data developed by ASO Inc, it is not feasible to conduct snow-on surveys for this program.

Pre-Season Coordination (Dec-April): ASO works with CASM and local stakeholders annually to coordinate ASO snow surveys. Allows UGRWCD to determine optimal flight timelines and data delivery.

Annual Snow Surveys (April-June): ASO Inc. will conduct two snow surveys covering the East River, Taylor River, and Lottis Creek, and Muddy and Anthracite Creeks. Fixed-wing aircraft with customized sensor arrays will collect high-resolution snow depth and spectroscopy data. ASO, UGRWCD, CRD, NFWCD and other CASM volunteers will conduct ground-based measurements to confirm snow depth, density, and SWE.

Delivery of Snowpack Measurements & Forecasts (April-June): Upon completion of survey, ASO Inc. will deliver data products from each flight per the following approximate timeline (values are days post-survey):

- +2-3 days ASO Inc Data Products and survey report with iSnobal update
- +4-6 days WRF-Hydro assimilation and water supply forecasts

Real-Time Streamflow Measurement: Provided through the USGS streamflow network. Include 13 stream gauge sites: Taylor River at Taylor Park, Taylor at Almont, Willow Creek (Taylor), Texas Creek, Slate River above Baxter Gulch, Coal Creek above McCormick Ditch, East River Below Cement Creek, Ohio Creek above Mouth near Gunnison, Ohio Creek Near Baldwin, Gunnison River at Gunnison Whitewater Park, Gunnison River at County Road 32 Below Gunnison, Lake Fork below Lake San Cristobal, Tomichi Creek at Gunnison.

Doppler Gap Weather Radar: Doppler, gap-filling radar products in the Gunnison region would be gridded quantitative precipitation estimates across a spatially-continuous area extending about 100 km (about 30 miles) outward from the radar location. The spatial resolution of the gridded precipitation estimates would be on the order of 1 sq. km or finer and the temporal frequency of the estimates would be hourly or finer. The radar also has the ability to classify precipitation as either solid (snow) or liquid (rain) precipitation. These quantitative precipitation estimates would be blended with other meteorological data to provide improved representations of weather conditions and, in particular precipitation amounts, to hydrologic forecasting models such as the WRF-Hydro system which has provided seasonal water supply forecasts for the Upper Gunnison region since 2018.

Annual Summary of Activities (July-Sept): Once runoff season is finished each year, UGRWCD and CRD staff will deliver to USBR an annual summary memo of activities, results and findings from the snow surveys along with streamflow forecast results, use of the data for water management, and any modifications to the original flight plans.

Final Project Report (2027): At the conclusion of the funded activities, UGRWCD and CRD staff will deliver to USBR a final report outlining all activities over the course of the grant.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN: The ASO data acquisition and processing pipeline is designed with several structural QA/QC elements to ensure data consistency and accuracy. Flight patterns provide at least 50% lidar swath side-lap, so that the combination of the two offset laser scans and swath overlap produces 4 unique look angles for every location. The swath data are aligned with each other, resulting in a spatially homogenous relative accuracy. Snow-free areas in common between the snow-free baseline and the snow-on data sets are used to bias-correct the snow-on scan such that the elevation subtraction produces zero snow depth at these locations – this critical step ensures consistent, basin-wide snow depth accuracy, and allows quantification of depth measurement error. Because snow depth variation is the dominant component of SWE variation across the landscape, this rigorous snow depth quality control serves to minimize error in SWE calculation. In-situ data (such as from SNOTEL or manual snow course measurements) are used to validate the snow depth measurements and to constrain the snow densities produced by the iSnobal snow physics model. All validation and error calculation steps are documented and reported in the ASO Survey reports accompanying data set delivery.

For the Doppler Weather Radar, NOAA National MesoNet program processes and provides QA/QC before distributing through the National Weather Service. For the USGS stream gages, USGS conducts QA/QC steps before data is approved, and the data are tagged with a measurement confidence level.

RESPONSES TO EVALUATION CRITERIA:

A. Technical Merit. The technical merit is outlined in the sections above. The Motivation/Problem Statement section describes the current data gaps and challenges in making water management decisions based on inaccurate water availability forecasts. The Prior Work and Results section describes how the ASO technology and WRF Hydro model have been used in the past as well as the Technical Readiness Level of the technologies. The Technical Approach and Project Activities section describes the ASO technology as well as the other technologies used in this project.

B. Non-Federal Cost Share. The non-federal cost share is outlined in the project budget section below and the budget detail worksheet.

C. Impact/Benefits of Proposed Work. Impacts/benefits of the proposed work are summarized in the Motivation/Problem Statement section and the Prior Work and Results section above.

D. Tech Transfer Plan to Forecast Agency. ASO snow survey data has been used to inform and improve existing streamflow forecasts in Colorado and California since 2016. Currently, ASO assimilates flight survey data into their WRF-Hydro model to produce ASO-informed runoff forecasts after each survey and at regular intervals through the runoff season. In 2022, 2023, and 2024 the CBRFC produced experimental forecasts using ASO data to inform seasonal streamflow forecasts.

For ASO to be a reliable data source for CBRFC or other forecast agencies to integrate into operational forecasts, two key logistical hurdles must be addressed; 1) ensuring that flights will be funded consistently year to year, and 2) coordination of flights so data is collected in relevant timelines for streamflow forecasting. One key activity of this grant is to deliver streamflow forecasts immediately following the publication of ASO data for each snow survey. This ASO-informed runoff forecast capacity is an important component for realizing the full ASO implementation and directly addresses the goals of this funding opportunity. The issue of consistent funding is being addressed by the CASM program through local and state-level advocacy.

E. Alignment with Program Objectives. Alignment with program objectives are described in more detail in the Motivation/Problem Statement section above.

F. Schedule/Workplan and QA/QC. The schedule/workplan and QA/QC are included in the Work Plan and Schedule and Quality Assurance and Quality Control Plan sections above.

June 12, 2024

Colorado River Water Conservation District
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: UGRWCD CFP Request – Airborne LiDAR Snow Water Measurement

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District (District) project proposal entitled, *Gunnison Basin Snow Water Measurement* (Project).

This project exemplifies the type of multi-agency and multi-beneficial water resource improvement projects that can happen under *community and science driven* water resource planning, management, and research. Airborne LiDAR snow measurement data and analysis currently provides the most accurate real-time understanding of mountain snowsheds. The proposed work will quickly expand advanced snow measurement and enhance forecasting capabilities, capitalize on a new localized high-resolution doppler gap weather radar site in the Upper Gunnison Basin. It will enhance our water supply and streamflow forecasting capabilities and inform critical climate and hydrologic studies in the Gunnison Basin being conducted by the Department of Energy, U.S. Geological Survey, University Corporation for Atmospheric Research, Desert Research Institute and Rocky Mountain Biological Laboratories. The data will also provide operational support and verification for water management for federal reservoir facilities in the Upper Gunnison and North Fork basins and improve scientific knowledge of snowpack characteristics and snow dynamics data to enhance the skill of existing forecasting tools, further the use of new physically based modeling frameworks, and inform studies on the impacts of forest vegetation management practices on water quality and quantity in the Taylor River Basin.

The Gunnison County Board of County Commissioners have received a copy of the technical proposal, a public presentation on the project scope of work, benefits and budget and feel that it meets the mission and strategic planning goals of the Colorado River District as well as the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A.

We are confident in the leadership and experience of the Upper Gunnison District and their technical team and their ability to successfully carry out these projects.

We urge you to give this project your full consideration and support!

Sincerely,

Jonathan Houck, Gunnison County Board of County Commissioners

DRAFT

COMMUNITY FUNDING PARTNERSHIP

Gunnison County BOCC

Gunnison Basin Airborne LiDAR Snow Water Measurement Surveys

Sonja Chavez, Upper Gunnison River Water Conservancy District

Community Funding Partnership (CFP) Colorado River District

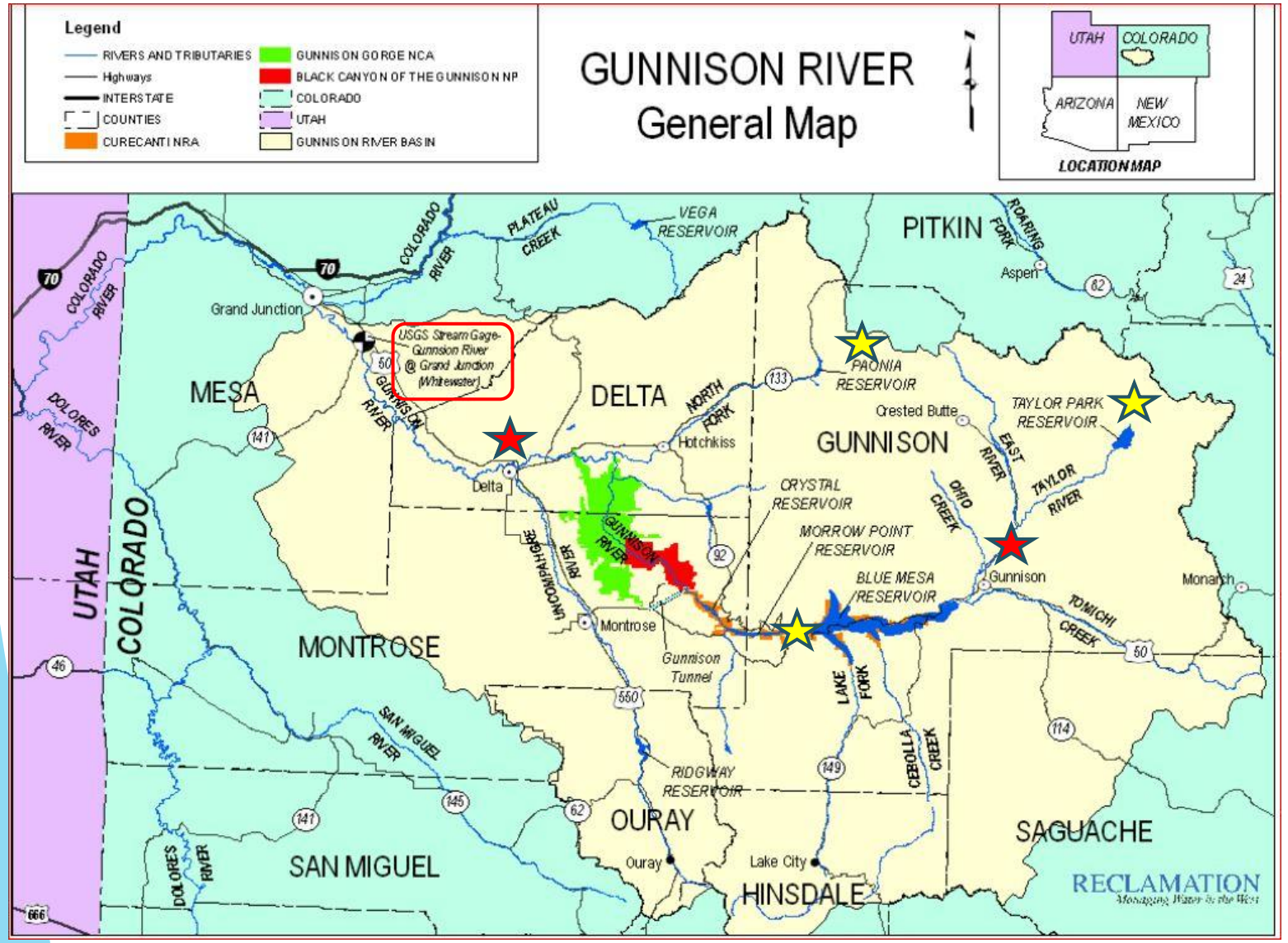
- Ballot Issue 7A approved by voters November 2020
- Increase in property tax mill levy (Generates $4.2M annually)
- Prioritizes multi-purpose projects
  - Productive Ag
  - Infrastructure
  - Healthy Rivers
  - Watershed health and water quality
  - Conservation and efficiency
- Requires letters of support from County Commissioners

Why Conduct Airborne LiDAR Snow Measurements?

Location	1991-2020 May Mean Absolute Percent Error	1991-2022 May Mean Absolute Error and Range	1991-2022 Skill Score
Paonia Reservoir[1]	21%	14 KAF (0.1 to -84 KAF)	~67
Taylor Park Reservoir[3]	14%	11 KAF (0.1 to -33 KAF)	~60
East – Almont[4]	11%	18 KAF	~70
Blue Mesa Reservoir[5]	14%	73 KAF (6.6 to -270 KAF)	~70

- Forecast Prediction Error at Paonia Reservoir = Active Storage Capacity
- Error for Taylor = 11KAF or two weeks flow at 400 cfs
- Error at BMR = 73KAF or up to 270KAF. Releases based upon Year Type on May 1. Forecast error can drastically change releases required.

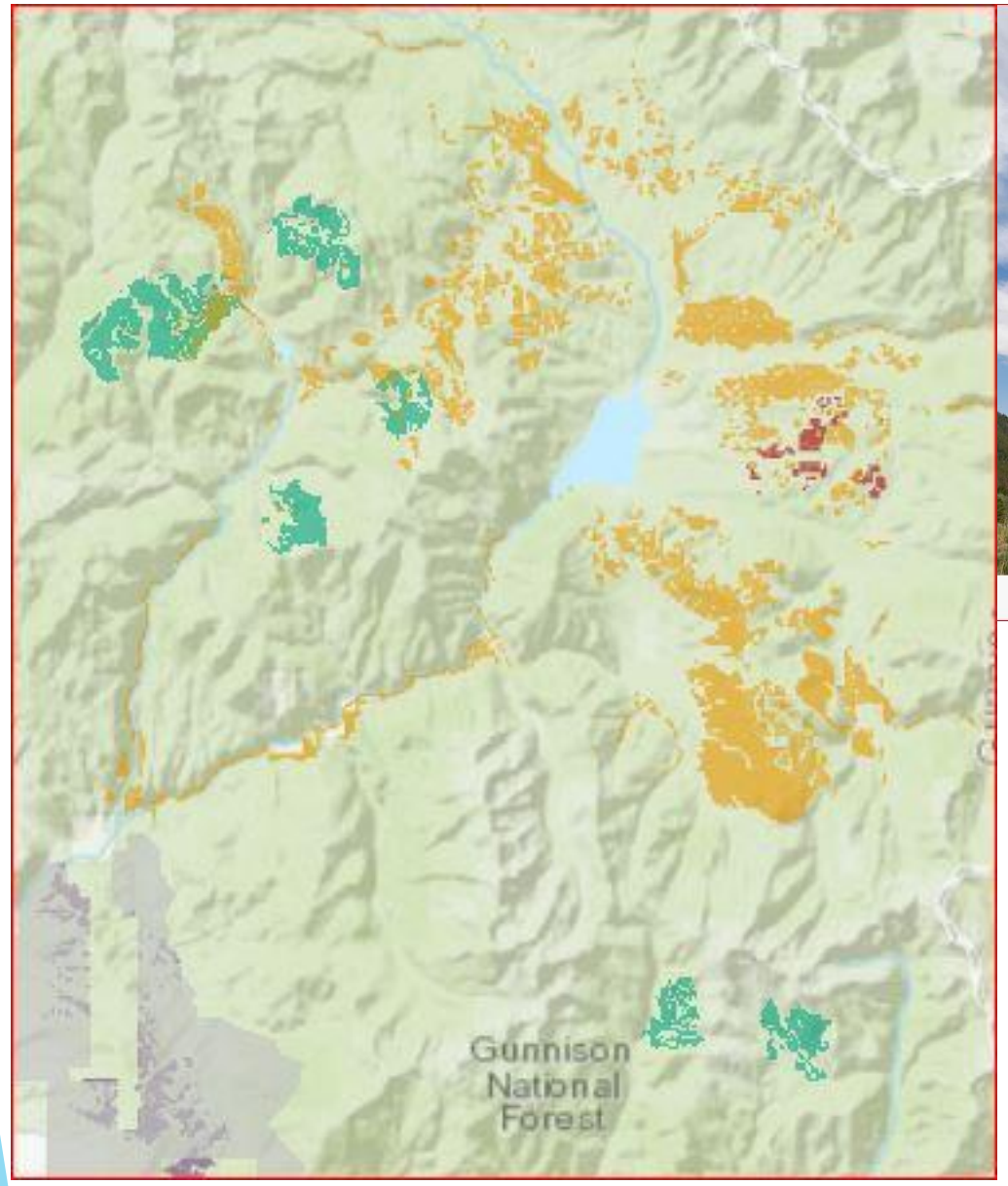
Coordinated Reservoir Operations



Spring Peak & Duration Targets Based on Hydrologic Year Type

Year Type	Blue Mesa Forecasted April-July Inflow	Desired Peak at Whitewater	Duration of Half Bank (8,070 cfs)	Duration of Peak Flow (up to 14,350 cfs)
	Af	cfs	Days	Days
DRY	< 381,000	900	0	0
MOD DRY	381,000 to 516,000	2,600 to 8,070	0	0
AVG DRY	516,001 to 709,000	8,070	10	0
AVG WET	709,001 to 831,000	8,070 to 14,350	20	2
MOD WET	831,001 to 1,123,000	14,350	40	10
WET	>1,123,000	14,350	60	15

Scientific Value: Veg Management Impacts





Helicopter logging of beetle infested trees. Photo by Kellon Spencer.



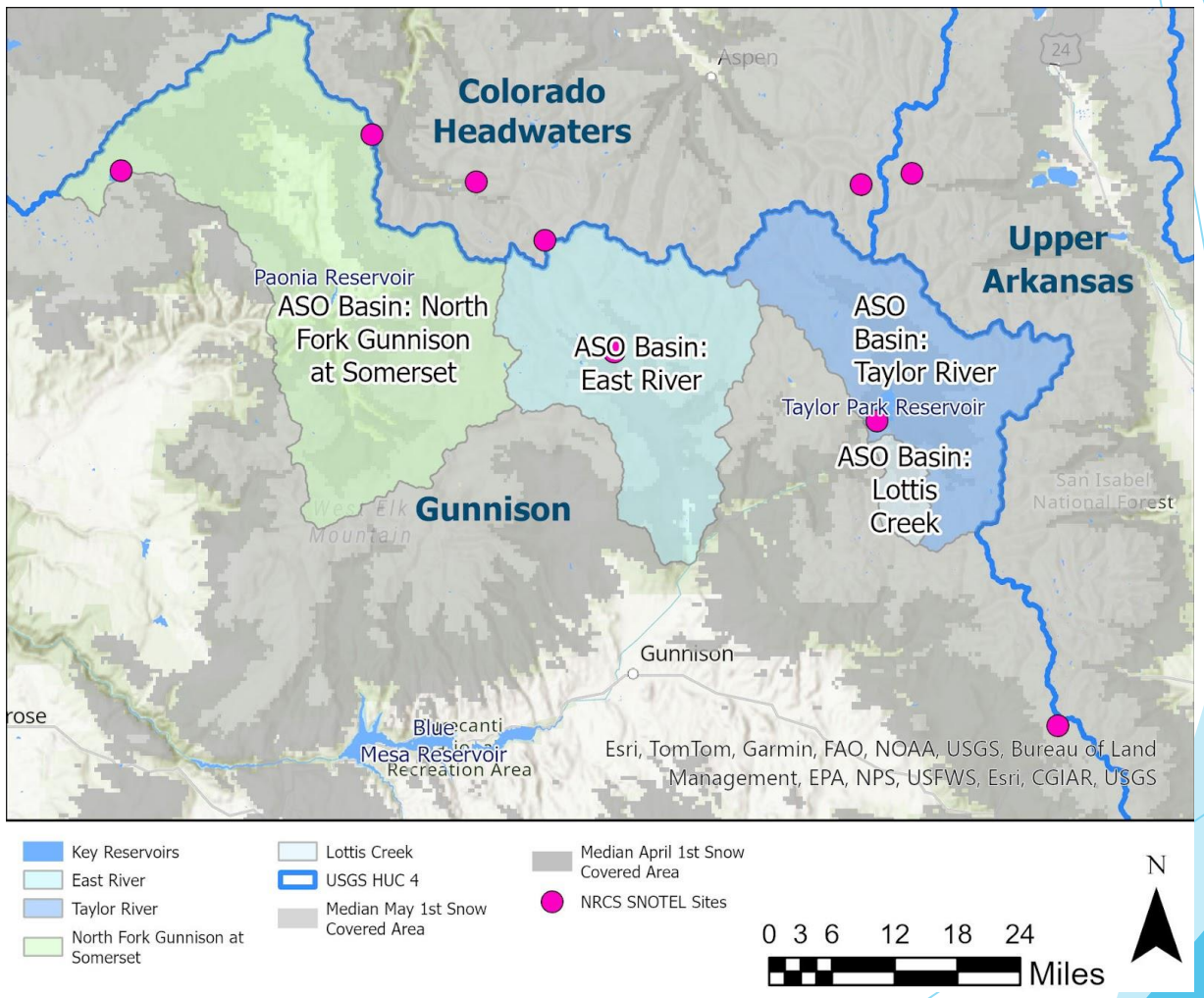
Photos & Map from Taylor Park Forest Management Story Map: https://storymaps.arcgis.com/stories/10cc2fa68ac24a0d92d71ecba7e87c63



Prescribed burn of lodgepole pine stand impacted by dwarf mistletoe.

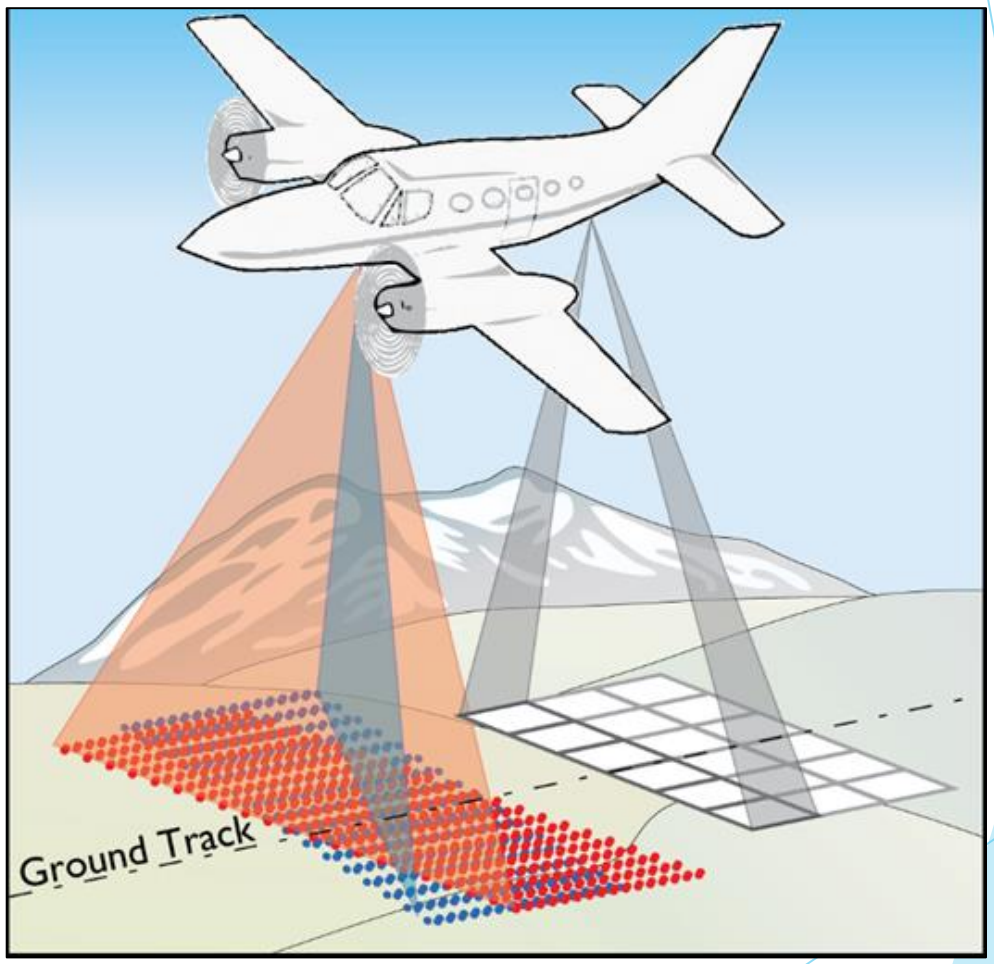
PROJECT SCOPE OF WORK

- Six advanced aerial spring snow surveys/year. Two each basin for 3 yrs. in the East, Taylor & North Fork of Gunnison Sub-basins
- Capitalize on a new localized high-resolution doppler gap weather radar site and robust streamflow gaging network
- Assimilation of data into forecast models to increase accuracy
- Inform critical climate and hydrologic studies (USGS, RMBL, DRI, etc.)
- Forest vegetation management impacts



Technology Summary

- Uses integrated airborne LiDAR and spectrometer measurement and rapid data production to achieve full-basin, high-resolution, and high-accuracy snow depth, snow water equivalent, and snow albedo maps.
- The ASO data is coupled to the WRF-Hydro model, a community hydrologic modeling system developed and supported by the National Center for Atmospheric Research to provide the best possible water resources data.



PROJECT BENEFITS

- Optimize the use of reservoir storage in the Aspinall Unit, Taylor Park, and Paonia Reservoirs via coordinated operations
- Improve drought resiliency
- Meet agricultural supplemental irrigation water needs
- Maximize stream-based recreation and tourism
- Support stream health (fishery, BDA's)
- Better understand impacts of forest vegetation management practices on snow characteristics, timing of runoff, quantity and quality.
- Maximize hydroelectric generation (avoid spills)

SUMMARY BUDGET & PARTNERS

Project Budget

Task No.*	Task Name	Units**	# of Units	Cost Per Unit	CFP Funds	Cash Match	In-kind Match	Total
1	Year 1 Snow Flights	LS			$ 35,000.00	$ 714,231.00	$ 303,910.00	$ 1,053,141.00
2	Year 2 Snow Flights	LS			$ 85,631.00	$ 690,576.00	$ 134,706.00	$ 910,913.00
3	Year 3 Snow Flights	LS			$ 139,168.00	$ 672,518.00	$ 149,695.00	$ 961,381.00
				Total Project Cost	$259,799	$2,077,325	$588,311	$2,925,435

**Add sub-tasks, as-needed*

***I.e. hours (HRS), cubic yards (CY), square feet (SQFT), lump sum (LS) etc.*

CFP	$259,799
Cash Match	$2,077,325
In-Kind Match	$588,311

Matching Funds

Funding Partner*	Cash	In-Kind	Total	Funds Committed (Y/N)
UGRWCD	$ 180,000.00	$ 414,311.00	$ 594,311.00	Y
NFWCD	$ 75,000.00	$ 26,100.00	$ 101,100.00	Y
DOE LBNL	$ 111,000.00		$ 111,000.00	Y
USGS	$ 99,999.00		$ 99,999.00	Y
ASO Inc		$ 120,000.00	$ 120,000.00	Y
CWCB	$ 491,327.00	$ 147,900.00	$ 639,227.00	Y
*USBR - Unsecured	$ 999,999.00		$ 999,999.00	N
			$ -	
Total	$ 1,957,325.00	$ 708,311.00	$ 2,665,636.00	

Gunnison County CFP Request Amount: $122,146

Delta County CFP Request Amount: $137,653

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Private Plow Application for 1501 CR 813; Jacks Ca

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This is a private plow permit application for 0.6 miles beyond County plowing on Jacks Cabin Cutoff. The requirements from the Land Use Change set specific requirements for this permit. The applicant is a long term owner that is attempting to sell the property.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/4/2024

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

Comments:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 6/14/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON COUNTY
Public Works

Martin Schmidt, Assistant *County Manager for Public Works*
Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

MEMORANDUM

Re: Private Plow Application for 1501 CR 813 (Jacks Cabin Cutoff)

June 1, 2024

The Booe's are applying for a private snow removal permit on County Road 813. It is beyond the current section of paved road that the County plows. The County's cessation of plowing and current turnaround is located adjacent to the Allen's driveway and at the end of the paved surface. The section of road they want to plow is approximately 0.6 miles long. This section of road is graveled and receives a dust abatement treatment every year. Beyond the proposed plowing is the "Almont Triangle" that has a seasonal closure to all humans to protect big game winter habitat from December 1st to April 30th. The County does not open this road before it has melted and dried completely every spring.

The approved Land Use Change (LUC) #23-00013 is attached for the Board's consideration. It was applied for by a previous potential buyer of the property that acquired permission from the Booe's to act as the agent for the LUC, that is why the name "Springer" is used throughout.

The applicant has indicated that they are intending to sell the property and want to secure access and move the gate in order to smooth the sale of the property. Plow permits are tied to the applicant, not the land, so the new owner will need to apply for a plow permit also.

A request to plow a County road, or public road under County jurisdiction, shall be made in writing to the Director of Public Works. Complete & Attached
The written request shall include at a minimum:

1. The name and/or number of the road to be plowed. Complete
2. If necessary, a map designating the portion of the road to be plowed. Complete
3. The distance in miles to be plowed privately. Complete
4. The type of equipment to be used to remove the snow. Complete
5. The name, address, and telephone number of the person(s) responsible for snow removal. Complete
6. The names and mailing addressed of property owners located along the proposed snow removal route. Complete
7. The reason the plowing is being requested. Complete
8. The time period for which the permit is being requested. Complete

Road and Bridge Standards Assessment:

1. An assessment of the condition of the road including width, base drainage, fencing, etc.
    a. 0.6 miles long.
    b. 22 feet wide.
    c. Ditches and culverts provide drainage.
    d. Fences border the entire road section. This is an older post and wire fence.
    e. There are 2 hard corners in this section of roadway.

2. An evaluation and estimate of cost to bring the road up to a standard suitable for winter maintenance and plowing.
    a. The road does not need any maintenance by the County.
    b. In order to mitigate damage and guide the snow removal, snow poles are strongly recommended be placed by the applicant prior to winter.
3. A recommendation of the type of equipment that would be required to remove snow; the frequency of plowing; and the duration of plowing.
    a. Per the LUC-23-00013, the snow will be removed using a snow blower only in order to reduce the damage to the Rights of Way fences along the road that control cattle grazing. Blowing the snow also minimizes the impact to the road surface by not scraping off gravel or gouging the surface. This road has a 60-foot Right of Way and the fence is inside and out side this limit. The fencing should be protected regardless of location.
    b. Per the LUC-23-00013, Plowing operations will be conducted between the hours of 10am and 2pm as required by Colorado Parks and Wildlife to minimize wildlife disruption.
    c. Per the LUC-23-00013, The first gate located just beyond the Allen ranch house driveway will be removed at the sole cost of the applicant. A new gate will be constructed and installed at the sole cost of the applicant at the USFS boundary. Signage will be provided by the USFS and CPW for the closures that the gate enforces.
4. An assessment of safety considerations involved with the request.
    a. The plowing will be the full width of the roadway without the creation of false edges and will need to be maintained to control wind damage as well as fallen snow.
    b. A 'Y' style turnaround will be maintained at the end of the road using the driveway to 1501 County Road 813 a.k.a. Patrick Road, and County Road 813 for the public to safely turn around.
    c. Per the LUC-23-00013, any fence damage from snow removal along the plowed roadway will be repaired at the sole cost of the applicant when notified of damage by the Allen Ranch or subsequent owner.
5. A statement of any general public benefit served by providing snow removal service.
    a. The new gate at the USFS boundary correctly indicates the location of spring closures and allows better public access to public land.
    b. Removal of snow decreases the freeze thaw damage from unplowed snow.
    c. Creates another year-round housing opportunity with improved access at no cost to the public.
6. An assessment of any negative impact that might result from allowing snow removal service.
    a. The original Access Permit as for seasonal access and did not allow for the plowing of the access as noted in the memo from July 11, 2011 and addressed to John Booe.
    b. Fencing along this section of road is very close to the road and is especially susceptible to damage.
    c. Potential for a de facto parking lot at the turnaround location when access should be limited.
    d. There is an increased likelihood of frost damage to the road because plowed roads drive frost deeper.
    e. Attached letters were received after the Planning Commission approved the LUC and when the submitters expected to see an application for a permit, therefore appear germane.

Sincerely,



Martin Schmidt

Attachments:

1. Booe application Packet
2. Access Permit Memo
3. LUC-23-00013
4. Maps
    a. Plowed Area Map
    b. Typical Cross Section Map
    c. Current Gate
    d. Driveway and Gate Location Map
5. Springer Application for plow permit
6. Curtis Allen Letter
7. Craig Allen Letter/Petition

Sue Booe
P.O. box 2298
Taos, NM 87571
970-901-5249

John Booe
365 Brown Hill Rd
Nashville, IN 47448
812-371-7344

February 22, 2024

Board of County Commissioners
200 East Virginia avenue
Gunnison County 81230
BOCC@gunnisoncounty.org

CC: Martin Schmidt

Dear Board Members:

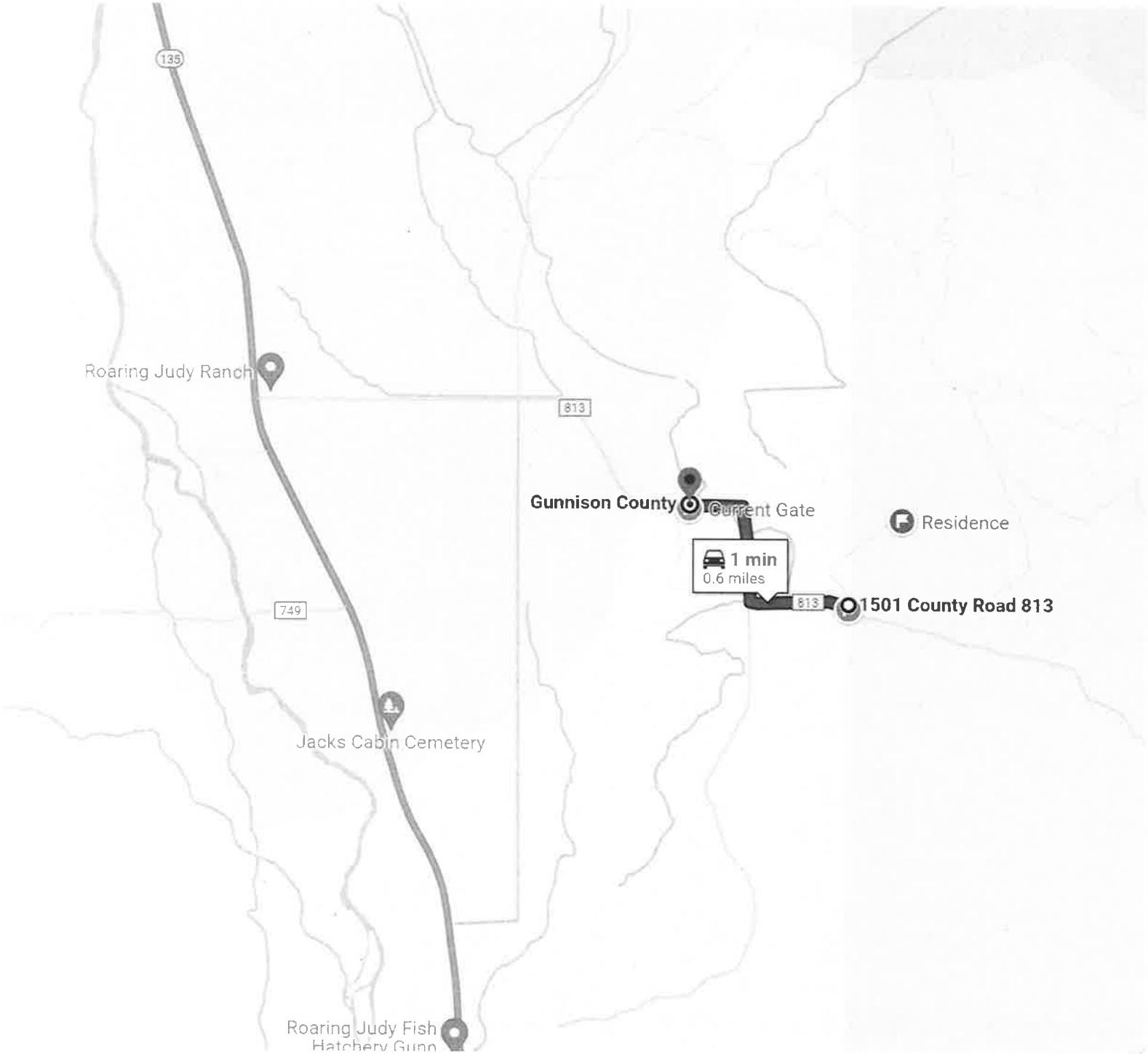
The applicants, John and Sue Booe, request a private plow permit covering the 0.6 miles from the current gate on CR 813 (just east of the Allen Ranch) to 1501 CR 813 and the USFS entrance to the Almont Triangle. This will allow year round access to our residence and access for medical and fire emergencies.

Extension of snow removal and year-round access would require that the current winter closure gate, on County Road 813, be moved 0.6 miles to the United States Forest service boundary just east of the driveway access. This new gate location would still prevent all winter traffic into the Almont Triangle. The snow would be removed via snowblower to minimize road damage and any impact to the Allen Ranch cattle fencing. A copy of the certificate of minor impact approval is attached.

Snow removal operations will be conducted by Spallone Construction Inc and Sue and John Booe. A certificate of liability insurance for Spallone construction inc is attached . Snow removal will be conducted between the hours of 10:00 a.m. and 2:00 p.m. (as required by Colorado Parks and Wildlife) to minimize wildlife disruption.

John Booe and Sue Booe

_____
Original signed


135
Roaring Judy Ranch
813
Gunnison County
Current Gate
Residence
1 min
0.6 miles
813
1501 County Road 813
749
Jacks Cabin Cemetery
Roaring Judy Fish
Hatchery Gunn

Gmail

Sue Booe <booe.sue25@gmail.com>

second snow plow letter, November 28th, 2023

Sue Booe <booe.sue25@gmail.com> Mon, Nov 27, 2023 at 2:44 PM
Draft To: Debbi Ferchau <DFerchau@gunnisoncounty.org>, John Booe <jwbooe@yahoo.com>, booe.sue25@gmail.com

Dear Debbie,

Enclosed is the corrected response to our snow plow letter. I have contacted Spallone Constru. and they do BLOW the area we need serviced which is just past the Allen ranch driveway to the Almont Triangle gate. I am enclosing a copy of their contract . I do not have access to their equipment insurance but they also do Roaring Judy Subdivision.

1. Name and current mailing address: property address is 1501 County Road 813, Almont, Co.
   Owners names: John W. Booe, 365 Brown Hill Road, Nashville, Indiana 47448
   jwbooe@yahoo.com
   812-371-7344
   sue booe, 27 Eototo Road, Elprado, New Mexico 87549
   P.O. Box 2298, Taos, New Mexico 87571
   booe.sue25@gmail.com
   970-9015249
2. 1501 Co.Road 813, Almont, Co.
3. 1501 Co Road 813, Almont. Co, Jack's Cabin Cutoff
4. The distance is approximately 1 1/2 miles starting to plow at the Allen Ranch driveway to the Almont Triangle entrance
5. The Spallone Construction Co may be contracted to plow and they will be instructed to blow only so as no damage will be done to the Allen fences or property. (a contract is included)
6. Spallone has proof of insurance.
7. We need access to our property for emergency and private use. November 2023-November 2024

Signatures of parties:

John Booe ----------John Booe

Sue Booe _____Sue Booe

We have read and will comply with all permit requirements.

We plan to come to Almont in the Spring and move the gate on the County road 813 to the Almont Triangle entrance., N

The address of our property is: 1501 County Road 813, Almont, Colorado

Please let me know if you need anything else. Sue

Gmail

Sue Booe <booe.sue25@gmail.com>

Booe Private Plow Permit

Sue Booe <booe.sue25@gmail.com>
Fri, Nov 3, 2023 at 10:46 AM
Draft

Dear Martin Schmidt.
Sue and John Booe here and complying with the plow permit for our property on
1501 County Road 813, Almont, Colorado.

2. We are needing the snow blown from the Allen ranch drive to the gate at the Almont Triangle entrance.
3. A distance of approximately one and a half miles
4. Blowing only
5. We plan to use Dietrich Dirt Work and Construction, 970-275-0201
6. Sue and John Booe, PO Box 2298, Taos, New Mexico 87571 970-901-5249 booe.sue25@gmail.com
7. For emergency and normal access to our property
8. To gain the permit from November 2023 until November 2024

OWNERS John Booe
JOHN BOOE

Sue Booe
SUE BOOE

Thank you,
Sue

We have read and plan to comply with all permit requirements.
We plan to come to Almont in the Spring and move the gate on County road 813.
November 3, 2023

Springer LUC

GUNNISON COUNTY, COLORADO

CERTIFICATE OF MINOR IMPACT APPROVAL

CERTIFICATION NO. 02 SERIES 2023

AN ACTION APPROVING LAND USE CHANGE APPLICATION NO. 2023-00013 EXTENSION OF SNOW PLOWING.
THE SUBJECT PARCEL IS LEGALLY DESCRIBED AS 1 ACRE IN THE SW1/4, NW1/4 IN SECTION 19, TOWNSHIP 15 SOUTH, RANGE 84 WEST, PRIME MERIDIAN.
1501 COUNTY ROAD 813, ALMONT COLORADO.

WHEREAS, the applicant, Zach Springer, requests approval for a winter snow removal permit to access an existing residence with existing driveway access at 1501 CR 813. The purpose of this request is to provide year-round access to this property. Currently a gate located just east of the Allen Ranch residence delineates the winter closure on CR 813. Extension of snow plowing and year-round access would require that the current winter closure gate on County Road 813 be moved to the USFS boundary just east of the driveway access. This would move the winter closure to the USFS boundary to prevent all travel into the Big Game Winter Habitat Closure.

The proposal requests approval to remove snow from an additional 0.6 miles from the current closure to the proposed closure at the USFS boundary. The proposal also includes removing snow from the existing 0.3 mile driveway off 1501 County Road 813 to the residence. The private driveway is also known as Patrick Road. The snow would be removed via snow blower to minimize road damage and any impact to Allen Ranch cattle fencing.

Plowing operations will be conducted by Dietrich Dirt Work and Construction Company, and Zach and Kylie Springer. Plowing operations will be conducted between the hours of 10am and 2pm as required by Colorado Parks and Wildlife to minimize wildlife disruption. A 'Y' style turnaround will be maintained at the end of the road using the driveway to 1501 County Road 813 aka Patrick Road, and County Road 813. A new gate will be constructed and installed by Zach and Kylie Springer at the USFS boundary. Signage will be provided by the USFS and CPW for the closure.

WHEREAS, the Gunnison County Planning Commission did, on July 6, 2023, unanimously approve the application with certain findings and conditions; and

WHEREAS, Section 6-106 of the *Gunnison County Land Use Resolution* defines a process of review for Minor Impact projects, and after a review of relevant facts related to the proposed land use change's compliance with the *Resolution* the Gunnison County Planning Commission finds the following:

1. This project is classified as a Minor Impact.

2. This application is consistent with the standards and requirements of this *Resolution.*

Gunnison County, CO
8/1/2023 9:54:21 AM
950

692053
Page 1 of 3
R 0.00 D [fee:doc]

3. An ingress and egress access easement from the Allen Ranch has been executed and exists in perpetuity for access to the parcel located at 1501 County Road 813.

4. Gunnison County has an access easement on County Road 813. The Gunnison County Board of County Commissioners took action to execute an agreement as referenced in minutes from a July 5, 1994 Board of County Commissioners meeting.

5. The first gate located just beyond the Allen ranch house driveway will be removed and a new gate will be installed at the United States Forest Service boundary.

6. Colorado Parks and Wildlife and the United States Forest Service will provide signage on the new gate including the existing no human entry from December 1 to April 30 and, no parking signs.

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, Land Use Change application No. 2023-00013 for extension of snow plowing is approved by the Gunnison County Planning Commission as a Minor Impact Project, and is so certified by the undersigned, subject to the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. Per Section 11-106.G.3.d.1. Domestic Animal Controls of the Gunnison County *Land Use Resolution*, dogs and cats shall be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This also includes construction and maintenance workers' pets.

4. In a letter from Colorado Parks and Wildlife dated May 16, 2023 all recommendations shall be met to the maximum extent feasible including,
   "CPW recommends that plowing only occurs between 10:00 am and 2:00 pm to avoid time periods when wildlife may be most active."

5. The location of the gate and the maintenance agreement shall be executed during the public works review process which is separate from the Land Use Resolution Minor Impact Land Use Change process.

6. Snow poles shall be installed to delineate the subject travel way of County Road 813.

7. Per section 11-110. G. *Snowplowing Requirements* in the *Land Use Resolution* include, SNOWPLOWING REQUIREMENTS. Any snowplowing permit approved and issued pursuant to this Resolution shall comply with the following:

    1. CLEARING OF TRAVELED WAY. Removal of snow from all of the traveled way, including turnouts sufficient for the safe and efficient use by all users;
    2. MAINTENANCE OF DRAINAGE FACILITIES. Leaving culvert inlets in a natural condition, without snow or other material plowed into them, so that the drainage system will function normally; and
    3. ADDITIONAL CONDITIONS. The Board shall impose additional conditions based on the section of road to be snowplowed, including:
        a. RANGE OF PLOWING. The frequency, duration and extent of snowplowing; and
        b. EQUIPMENT. Identification of the type of equipment to be used; and
        c. PLOWER'S QUALIFICATIONS. Identification of the qualifications of the people who will perform the snowplowing; and,
        d. ROAD MAINTENANCE AND IMPROVEMENTS. Preparation, improvements and maintenance of the section of road to ensure public safety, to protect and preserve the road section, and to ensure that the road section is suitable for snowplowing.

8. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

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 permit.

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.

AND WHEREAS, all conditions of approval have been met including: any new exterior signs in the future for the new use as herein describe shall need the appropriate permit. All documents identified by Reception numbers here within are recorded in the office of the Clerk and Recorder, Gunnison County.

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

Rachel Sabbato

/s/ Rachel Sabbato, Senior Land Use Planner

ATTEST:

Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

Gunnison County, CO
8/1/2023 9:54:21 AM
950

692053
Page 3 of 3
R 0.00 D [fee:doc]

SPALLONE CONSTRUCTION INC.

2023-2024 SNOW REMOVAL AGREEMENT

This agreement between Spallone Construction, Inc. and _____
Is to clear snow from _____ property for the period
of _____ through _____.

Hourly rates are as follows:
Pick-up $90.00 per hour ($70.00 minimum)
JD 544 Loader ($190 per hour)
JD 772 Grader ($240 per hour)
Bobcat/Skidsteer ($165.00 per hour)
Dump Truck ($165.00 per hour)
Labor ($75.00 per hour)

In addition, a proportionate amount will be charged for mobilization to site.
Property owners are responsible for marking any objects which may be hidden with snow cover.

Due to the number of clients, it is not practical for Spallone Construction, Inc. to plow on an individual per inch basis. Therefore, snow removal will be at the discretion of Spallone Construction, Inc. at approximately 4". You may, however, request to be plowed every other time or on an on-call basis, provided adequate notice is given. Special trips will be charged a trip charge of $70.00 in addition to the normal hourly rate.

Our goal is to maintain open access for our clients to their homes. We do not guarantee the access to be suitable for all vehicles.

Owner/Manager: _____
Date: _____
Billing Address: _____
_____
Email: _____
Phone #:_____

* Please write any special instruction on the back of this form.

ATTACHMENT 2

ACORD

SPALCON-02

EMCCHESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
(HUB International Insurance Services (COL)
743 Horizon Ct., Suite 201
Grand Junction, CO 81506

CONTACT NAME: Ashley Anderson
PHONE (A/C, No, Ext): (970) 254-3302
FAX (A/C, No): (866) 908-6374
E-MAIL ADDRESS: ashley.anderson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : Pinnacol Assurance Company	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Spallone Construction Inc
PO Box 1145
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5X1824424	10/1/2023	10/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5X1824424	10/1/2023	10/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			5X1824424	10/1/2023	10/1/2024	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	4044584	10/1/2023	10/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Snow Removal Services

CERTIFICATE HOLDER

Sue Booe
1501 County Road 813
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
811 RIO GRANDE
GUNNISON, CO 81230

MEMORANDUM

TO: **John Booe**
1501 County Road 813
Almont Co 81210

FROM: **Marlene D. Crosby, Public Works Director** (Marlene)

DATE: **July 11, 2011**

SUBJECT: **Driveway Waiver**

The Gunnison County Public Works Department has reviewed your application for a Waiver of Standards. I am waiving portions of the access standards to allow you to construct your access to a 14 ft width instead of the required 16 ft width requirement based on the following reasons:

1. The existing application is for one single family dwelling on the parcel. Additional dwellings may require roadwork and additional permits.
2. There is no increased risk to emergency services personnel, without limitation.
3. This is a seasonal access.

SPECIAL CONDITIONS REQUIRED FOR THE APPROVAL OF THIS WAIVER.

1. There will be no snow plowing of the access.

Phone: (970) 641-0044 **Fax: (970) 641-8120**

TO: **Planning Commission**

SUBJECT: **Planning Commission Decision**
Zach Springer, Extension of Snow Plowing
LUC-23-00013

DATE: **August 1, 2023**

PREPARED BY: **Rachel Sabbato, Land Use Planner**

At its regular meeting on July 6, 2023 the Planning Commission unanimously approved the following Minor Impact Decision, moved by Commissioner Julie Baca and Seconded by Commissioner Matt Swartz.

PROJECT DESCRIPTION:

The applicant requests approval for a winter snow removal permit to access an existing residence with existing driveway access at 1501 CR 813. The purpose of this request is to provide year-round access this property. Currently a gate located just east of the Allen Ranch residence delineates the winter closure on CR 813. Extension of snow plowing and year-round access would require that the current winter closure gate on County Road 813 be moved to the USFS boundary just east of the driveway access. This would move the winter closure to the USFS boundary to prevent all travel into the Big Game Winter Habitat Closure.

The proposal requests approval to remove snow from an additional 0.6 miles from the current closure to the proposed closure at the USFS boundary. The proposal also includes removing snow from the existing 0.3 mile driveway off 1501 County Road 813 to the residence. The private driveway is also known as Patrick Road.

The snow would be removed via snow blower to minimize road damage and any impact to Allen Ranch cattle fencing.

Plowing operations will be conducted by Dietrich Dirt Work and Construction Company, and Zach and Kylie Springer. Plowing operations will be conducted between the hours of 10am and 2pm as required by Colorado Parks and Wildlife to minimize wildlife disruption. A 'Y' style turnaround will be maintained at the end of the road using the driveway to 1501 County Road 813 aka Patrick Road, and County Road 813. A new gate will be constructed and installed by Zach and Kylie Springer at the USFS boundary. Signage will be provided by the USFS and CPW for the closure.

The applicant estimates traffic the proposed project will generate to be ten residential trips per day per dwelling unit; Zach works 48-hour shifts with the fire department, with 96 hours off. He will be home and travelling the road once or twice a day on average during his days off. Kylie will generally be doing 1-2 trips per day on average.

The subject parcel is legally described as 1 acre in the SW1/4, NW1/4 in Section 19, Township 15 South, Range 84 West, Prime Meridian.

IMPACT CLASSIFICATION:

The project, by definition, is a Minor Impact pursuant to Section 6-102: S. Expansion or Extension of Snowplowing, per Section 11-110.F. *Expansion or Extension of Snowplowing.*

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the application on the following dates:

- June 15, 2023 Work session
- July 6, 2023 Public Hearing

SITE VISIT:

The Planning Commission determined that a site visit was not necessary.

PUBLIC HEARING:

The Planning Commission conducted a public hearing on July 6, 2023. Comments received to be included.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on May 3, 2023 to the following agencies:

- Martin Schmidt, Deputy County Manager for Public Works
- Sparky Casebolt, Operations Manager for Public Works
- Kevin Blecha, Colorado Parks and Wildlife, Wildlife Biologist
- Brandon Diamond, Colorado Parks and Wildlife, Area Wildlife Manager - Gunnison
- Hugo Ferchau, Fire Marshal
- Jon Hare, Realty Specialist US Forest Service, Gunnison Ranger District;

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY *LAND USE RESOLUTION:*

Section 11-106: *Protection of Wildlife Habitat Areas.*

Applicable. This parcel located at 1501 CR 813 (aka Jack's Cabin Cutoff) is mapped as a critical migration corridor for big game by Colorado Parks and Wildlife. The following referral comments outline the beneficial management efforts that have been recommended per this application.

In a letter from Brandon Diamond, Colorado Parks and Wildlife Gunnison Area Wildlife Manager, dated May 16, 2023, he states,

> *"Cumulative development and increasing human occupancy of the landscape is of concern to CPW in this geographic area. However, based on the current development and land use, a snow plowing permit to an existing residence may not significantly increase the net level of impacts to wildlife in terms of*

disturbance and displacement. CPW recommends that if snow plowing is authorized, that plowing only occurs between 10:00 am and 2:00 pm to avoid time periods when wildlife may be most active. Furthermore, if the gate is relocated, we encourage on-going collaboration between Gunnison County and the USFS to ensure that adequate signage is in place to educate the general public and enhance compliance of the seasonal closure on federal lands."

Zack Springer responded to CPW comments on June 7, 2023 with the following acknowledgement,

"Thank you for your comments. To address the time restriction of plowing issue, my wife and have contracted Dietrich Dirt Works to maintain the road for us. They know the time restriction of the permit and will respect it as per there contract. My wife and I will also purchase a machine (tractor, bobcat, or truck) with a snow blower to maintain our drive way, also staying with the time restriction of 10 am-2pm."

To clarify, in an email dated June 7, 2023 Brandon Diamond from CPW confirms the sensitive time closures which align with the USFS no human entry closure on federal land at this gate.

"For winter range issues we typically look at a December 1-April 30 time frame. Of course there won't necessarily be snow that long, but that provides a standard set of dates that folks are starting to get used to- and the animals are still using the Triangle throughout that time."

In an email dated May 23, 2023 from Jonathan Hare, Realty Specialist for the USFS Gunnison Ranger District, he states,

"The USFS Gunnison Ranger District comment/request for this application is that any modifications to the gate or change in the location of the gate will be a hard closure that effectively prevent vehicles, off highway vehicles, and over snow vehicles from entry into the National Forest on CR 813 from December 1 to April 30 annually for the Almont Triangle Area Closure (attached). Additionally since the Almont Triangle Closure Area is a full closure to all human activity – the USFS requests that the gate closure and snowplow work be completed such that no parking or Trailhead exists during the winter season (Dec 1-April 30). The USFS will sign the National Forest boundary for the closure with permanent signs and is willing to work with County on placement of those signs in relation to new gate or gate location."

Section 11-110: *Development of Land Beyond Snowplowed Access*.
Applicable.

F.1. *NO CONFLICT WITH ARTICLE 1*. Such expansion or extension does not substantially conflict with the requirements of Article 1: General Requirements.
The applicant's response states,

"We believe our application does not substantially conflict with the requirements of Article 1. Clearing the snow from this section of road to access our primary residence will not have a major impact on the road or surrounding land. Our intention is to use a snow blower to clear the road, so we have minimal impact on the road surface and adjacent ranch fencing and land. Please refer to the snow clearing contract with Dietrich Dirt Works and Construction Co. As per Section 1-103(5), we intend to preserve the

character of the neighborhood by maintaining the residence as it currently stands, and we do NOT plan to develop the second half acre parcel in the foreseeable future.
As per section 1-103(6) we believe that we are encouraging housing diversity by opening this property up as a year-round residence for two local workers, especially with Zach being a full-time member of Crested Butte Fire Protection District, and both Zach and Kylie being members of Crested Butte Mountain Rescue team."

Staff findings: Staff does not have concerns that the compatibility of the proposed land use change with the existing uses violates the general requirement of Article 1, specifically, ***1. PROMOTE HEALTH, SAFETY, GENERAL WELFARE AND THE ENVIRONMENT.*** *To promote the health, safety, and general welfare of the citizens of Gunnison County by giving reasonable consideration to the social, economic and environmental characteristics of the community and the compatibility of proposed land use changes with existing uses.*

An individual use for a private snow plow permit to an existing residence does not affect the social, economic or environmental characteristics of the community because this is an existing road with other homes and driveways that currently exist along this corridor. Impacts from this application are minimal. The new gate to be installed as the end of the new plowed segment could potentially help enforce a hard stop for winter access to the USFS boundary at the newly proposed gate. Additionally, this application's proposed land use change is compatible with existing uses because County Road 813 is snow plowed to the existing Allen home, .6 of a mile away.

Referral comments from Colorado Parks and Wildlife and United States Forest Service are as follows.

In a letter from Brandon Diamond, Colorado Parks and Wildlife Gunnison Area Wildlife Manager, dated May 16, 2023, he states,

> *"Cumulative development and increasing human occupancy of the landscape is of concern to CPW in this geographic area. However, based on the current development and land use, a snow plowing permit to an existing residence may not significantly increase the net level of impacts to wildlife in terms of disturbance and displacement. CPW recommends that if snow plowing is authorized, that plowing only occurs between 10:00 am and 2:00 pm to avoid time periods when wildlife may be most active. Furthermore, if the gate is relocated, we encourage on-going collaboration between Gunnison County and the USFS to ensure that adequate signage is in place to educate the general public and enhance compliance of the seasonal closure on federal lands."*

In an email dated May 23, 2023 from Jonathan Hare, Realty Specialist for the USFS Gunnison Ranger District, he states,

> *"The USFS Gunnison Ranger District comment/request for this application is that any modifications to the gate or change in the location of the gate will be a hard closure that effectively prevent vehicles, off highway vehicles, and over snow vehicles from entry into the National Forest on CR 813 from December 1 to April 30 annually for the Almont Triangle Area Closure (attached). Additionally since the Almont Triangle Closure Area is a full closure to all human activity – the USFS requests that the gate closure and snowplow work be completed such that no parking or Trailhead exists during the winter season (Dec 1-April 30). The USFS will sign the National Forest boundary for the closure with permanent signs and is willing to work with County on placement of those signs in relation to new gate or gate location."*

F.2. *MEETS ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS*.
The applicant's response states,

> *"Per conversation with Gunnison County Road and Bridge, a new turnaround at the end of County Road 813 and the driveway of Patrick Rd will meet the 20ft wide x 40ft long 'Y' turnaround requirements. Please refer to photographs attached."*

Staff findings: No comments were received from the Gunnison Fire Protection District. Comments from Public Works Director Martin Schmidt can be read under Section 12-103 in the staff report.

F.3. *NO INCREASED RISK TO ERMERGENCY SERVICES PERSONNEL.*
The applicant's response states,

> *"Emergency services personnel will not be at risk if required to access our property. We will always ensure safe access by maintaining the road, driveway and turnaround."*

F.4. *NOT DISRUPTIVE TO EXISTING TRAVEL MODES*
The applicant's response states,

> *"Currently there is no winter access to this property."*

Staff findings: This application does not disrupt existing modes of travel. There are a mix of seasonal and permanent residents associated with the Roaring Judy Ranch subdivision with existing snow plowing activities occurring on private roads throughout the winter. Impacts from this application are minimal. The new gate to be installed at the end of the new plowed segment could potentially help enforce a hard stop for winter access to the USFS boundary at the newly proposed gate.

F.5. *NO INCREASED ENVIRONMENTAL DETRIMENT.*
The applicant's response states,

> *"Dietrich Dirt Works and Construction Company are contracted to remove snow by blower within the 10am – 2pm time restrictions mandated by CPW. Please refer to attached contract. By blowing the snow we will have minimal impact on the road, adjacent fencing and land. We have offered to help repair any damage to Allen Ranch fencing and maintain clear culverts and drainage systems. Zach is a blacksmith/welder by trade and has offered our help for any repairs.*

Staff findings: A request for review and comments has been sent to the Colorado Parks and Wildlife, please see the referral comments in Section 11-106 of this staff report.

F.6. *BENEFITS OUTWEIGH DETRIMENTS.*
The applicant's response states,

> *"Given the continued workforce housing shortage in Gunnison County, we firmly believe that it is beneficial to the community to open this residence up to us for permanent year-round occupancy. We are quiet, hard-working people and have collectively spent 32 years in the Colorado mountains, and we therefor understand winter living. However, in saying*

this, it is not feasible to live 'Irwin style' and use snowmobiles for access. There is not sufficient parking at the current gate for us to leave our trucks and park snowmobiles. Allowing us to clear the road to drive our trucks is the only way we can access the property safely. At the request of CPW, our presence at the end of the winter road will be additional sets of eyes on public movement at the winter closure gate, and we will happily educate those we see trying to access the Almont Triangle. Turnaround access will be improved from the current situation and will be maintained for all vehicles, especially Fire/EMS."

Staff findings: This is an existing road with other homes and driveways that currently exist along this corridor. Impacts from this application are minimal. The new gate to be installed as the end of the new plowed segment could potentially help enforce a hard stop for winter access to the USFS boundary at the newly proposed gate

F.7. *CLEAR PUBLIC BENEFIT.*
The applicant's response states,

"Gunnison County have specifically said they will not be plowing or paying for plowing of this section of County Road."

Staff findings: Snow plowing will not be performed or paid by Gunnison County, therefore this standard does not apply.

Additionally, net benefits of this application include creating a defined winter closure on County Road 813 that accurately posts the information at the USFS boundary thus reducing vehicle trips on this stretch of CR 813 and making this winter closure more enforceable with a hard stop gate.

Section 12-103: *Road System*.
Applicable. Access is currently existing via CR 813 to the existing house.

As existing perpetual easement has been provided for the pedestrian and vehicular ingress and egress to and from the residence at 1501 CR 813 as described in the Special Warranty deed dated May 3, 1990 and again 1962.

In an email dated May 4, 2023 from Martin Schmidt, Gunnison County Public Works Director, he states

"Here are my main comments.
Current use of the road in the winter is over the snow, mostly on foot. Use is very light. There is over the snow access to the house in the winter.

The Springers state: "However, in saying this, it is not feasible to live 'Irwin style' and use snowmobiles for access. There is not sufficient parking at the current gate for us to leave our trucks and park snowmobiles. Allowing us to clear the road to drive our trucks is the only way we can access the property safely." This statement clearly goes against litigated access concerns. It should not be a consideration in this case. Not only is it feasible, it is common, safe (more so than anywhere with avalanche danger), and parking or sufficient parking is not a right of property owners. As was litigated this last fall, we do nothing to restrict access to this lot and simply apply equal consideration to the request.
Who is inspecting the gate before and after it is moved and ensuring it is undamaged and operational? Is this a USFS or County responsibility in this agreement?"

Zach Springer responded to Public Works in a letter that can be read in full under this file's attachments. At this time the applicant will be building and installing the new gate at the USFS boundary. The gate will then host signs for both CPW and USFS closures and wildlife information.

In an emailed dated June 7, 2023 Martin Schmidt states, "My files have the [county] easement, it references the Board taking action at a July 5th 1994 meeting. In correspondence from 1993 our legal team says that we have a 60 foot easement on Jack's, we could safely assume that extends across the full road length. The cattleguard at Patrick Drive is the dividing line between private and public land."

FINDINGS:

The Gunnison County Planning Commission finds that:

1. This project is classified as a Minor Impact.

2. This application is consistent with the standards and requirements of this *Resolution*.

3. An ingress and egress access easement from the Allen Ranch has been executed and exists in perpetuity for access to the parcel located at 1501 County Road 813.

4. Gunnison County has an access easement on County Road 813. The Gunnison County Board of County Commissioners took action to execute an agreement as referenced in minutes from a July 5, 1994 Board of County Commissioners meeting.

5. The first gate located just beyond the Allen ranch house driveway will be removed and a new gate will be installed at the United States Forest Service boundary.

6. Colorado Parks and Wildlife and the United States Forest Service will provide signage on the new gate including the existing no human entry from December 1 to April 30 and no parking signs.

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

DECISION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above Findings and recommends that LUC-23-00013 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application.

Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. Per Section 11-106.G.3.d.1. Domestic Animal Controls of the Gunnison County *Land Use Resolution*, dogs and cats shall be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This also includes construction and maintenance workers' pets.

4. In a letter from Colorado Parks and Wildlife dated May 16, 2023 all recommendations shall be met to the maximum extent feasible including,
   "*CPW recommends that plowing only occurs between 10:00 am and 2:00 pm to avoid time periods when wildlife may be most active."*

5. The location of the gate and the maintenance agreement shall be executed during the public works review process which is separate from the Land Use Resolution Minor Impact Land Use Change process.

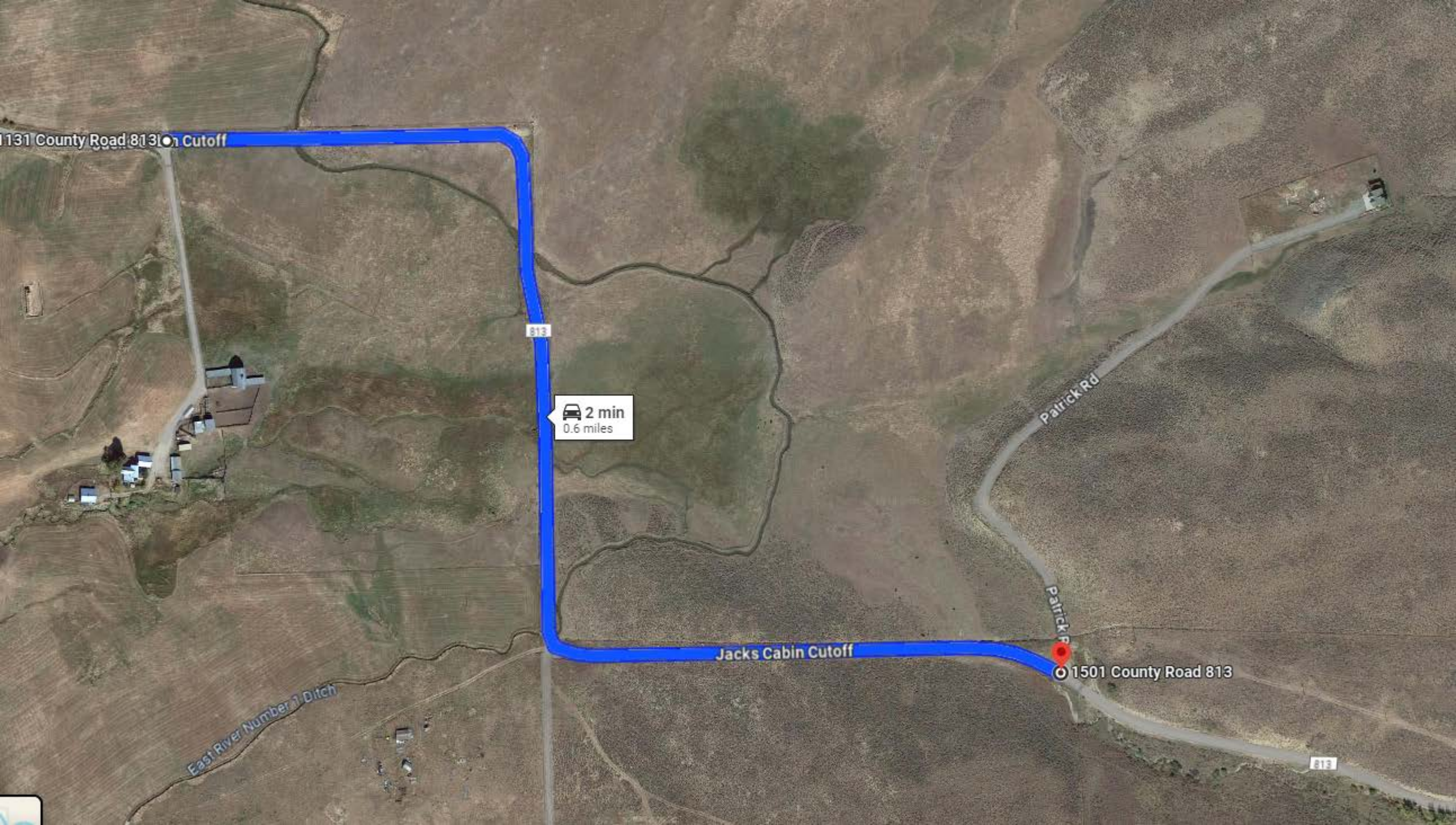
6. Snow poles shall be installed to delineate the subject travel way of County Road 813.

7. Per section 11-110. G. *Snowplowing Requirements* in the Land Use Resolution include,
   SNOWPLOWING REQUIREMENTS. Any snowplowing permit approved and issued pursuant to this Resolution shall comply with the following:
   1. CLEARING OF TRAVELED WAY. Removal of snow from all of the traveled way, including turnouts sufficient for the safe and efficient use by all users;
   2. MAINTENANCE OF DRAINAGE FACILITIES. Leaving culvert inlets in a natural condition, without snow or other material plowed into them, so that the drainage system will function normally; and
   3. ADDITIONAL CONDITIONS. The Board shall impose additional conditions based on the section of road to be snowplowed, including:
      a. RANGE OF PLOWING. The frequency, duration and extent of snowplowing; and
      b. EQUIPMENT. Identification of the type of equipment to be used; and
      c. PLOWER'S QUALIFICATIONS. Identification of the qualifications of the people who will perform the snowplowing; and,
      d. ROAD MAINTENANCE AND IMPROVEMENTS. Preparation, improvements and maintenance of the section of road to ensure public safety, to protect and preserve the road section, and to ensure that the road section is suitable for snowplowing.

8. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

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 permit.

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.


1131 County Road 813 Cutoff
813
2 min
0.6 miles
Patrick Rd
Patrick Rd
Jacks Cabin Cutoff
1501 County Road 813
East River Number 1 Ditch
813


Jacks Cabin Cut


Co Rd 813
15


Co Rd 813

Dear Martin

We, Zach and Kylie Springer are writing this letter to apply for a plow permit for County Road 813, Almont, specifically the 0.6-mile section of road from the current winter closure at Allen Ranch driveway to the USFS winter closure gate at the Almont Triangle. The driveway to our new property , aka Patrick Road, is just short of the USFS Almont Triangle winter closure.

Please find attached two screenshots from Google Maps highlighting this section of County Road 813, Almont.

We understand that we will be clearing the snow ourselves. We will use a snowblower in order to limit impact on the existing road surface, and to avoid any damage to surrounding ranch fences. We have a private contractor arranged to help with significant storm cycles and wind events.

Our contact details are

Zach Springer **Kylie Springer**
Cell: 9709015311 **Cell:** 9703898843

Current physical address: 217 Gillaspey Ave, Unit 2, Crested Butte South, CO 81224
Future physical address: 1501 County Road 813, Almont, CO 81210
Mailing Address: PO Box 1076, Crested Butte, CO 81224

PRIVATE CONTRACTOR

Dietrich Dirt Works and Construction
Rask Dietrich
Cell: 9702750201
Address: PO Box 4372, Crested Butte, CO 81224

NEIGHBORS

USFS
Phone: 9706410471
Address: 216 N Colorado St, Gunnison, CO 81230

ALLEN RANCH
Phone:
Address: 1897 COUNTY ROAD 813 Gunnison, CO 81230

We are requesting this plow permit in order to provide safe, year round access via road, not oversnow, to our new property at 1501 County Road 813, Almont CO.

We request to clear snow on this section of road within the CPW recommended times of 10am-2pm, to limit disturbance of the big game habitat.

We thank you for your time and consideration in this request.

Sincerely
Kylie and Zach Springer

Dear Gunnison County Commissioners,

Below is a letter outlining Allen Ranch's concerns with an upcoming issue before the Commissioners:

Dear Planning Commission,

I would like to go on record as opposing the extension of snowplowing on CR-813 as proposed by Zach and Kylie Springer. The movement of the road closed barrier to the Forest Service boundary will create negative impacts:

— The current barrier location was erected specifically to alleviate years of conflict with winter time travelers that would venture up past the end of the pavement and get stuck in a section of road that has steep grades, sharp corners, and usually significant drifting of snow. Before the existing barrier was erected, stranded motorists, often at night, would walk to the ranch house and ask my Uncle Dave to pull them out with his tractor. With limited snow plowing by a private contractor, this unsafe scenario from the past is likely to return. The extension of snowplowing on CR-813 does not meet the LUR Article 1 requirement of promoting safety and general welfare of the motorists and the neighboring ranch families.

— The existing fencing along this section of County Road 813 is very close to the road surface, snow plowing will cause significant damage to Allen Ranch fences.

— The Forest Service requests that no parking or trailhead be created, but the creation of a 20 by 40 turnaround will create a defacto winter trailhead. A new trailhead at the Forest Service boundary will draw more people and more abuse of the Almont Triangle Area Closure.

This application has detrimental impacts on the neighboring ranch and area wildlife, please deny the Springer application.

Sincerely,

Curtis Allen
President
Ralph R Allen and Sons Inc.

Hand-delivered 4:54 PM 8/4/23

Received
County Administration
8-4-2023

Dear Gunnison County Commissioners,

My name is Craig Allen. I am the fifth generation of the Allen Ranch in the Gunnison Valley. County road 813, locally known as the Jacks Cabin cutoff, is my home, it is my family's home. It is where my family has been ranching for more than a century. And it is because of this, I can offer a unique and accurate insight into the current situation regarding the area in question.

The proposed winter extension of the county road is being labeled a minor land use change, when in fact that couldn't be further from the truth. It would be a major change because the direct impact would devastate the critical agriculture fence line that closely parallels each side of the road. Fences that I am responsible to fix and maintain each year. Any effort to remove the snow from the road would wreak sheer havoc on this already highly stressed ranch infrastructure. This is because the road has absolutely no space anywhere for snow to be constantly removed. The road is also highly prone to very deep and consistent wind drifts that would make any removal efforts futile.

The second reason the proposed extension is an extremely bad idea is because the current winter closure barrier which has long been established serves as a means of effective public crowd control. The current physical barrier is in place where the pavement ends and the dirt road begins. This creates a natural bottleneck in front of the locked closure gate which restricts and naturally regulates the intense public recreation pressures facing the Almont Triangle. This area is closed to all public use, because it is a critical winter game preserve. The current closure also helps me monitor and detour ever increasing daily trespassing issues.

Currently during the winter months there are still those who disregard the closure restrictions. Some people do choose to disobey the rules and ski up into the Almont Triangle. However because of the current established closure and its ability to naturally funnel the public into a bottleneck the situation is manageable and the negative impacts are minimal.

If the winter road were to be extended the consequences for both the critical game habit, our ranch's infrastructure, and the Allen's ability to control and limit criminal trespassing across our private property would become literally impossible. It is a very real and tangible threat to our livelihood, to the ranching community, and to the very food security we all depend upon. Ultimately it is not fair to the Allens. It sets a bad precedent. It is opening pandora's box and would be a very dangerous land use change.

Additionally, on July 6th, 2023 this land use change application was brought before the County Planning Commission during a public hearing. It became quite clear there was bias and discrimination directed towards the Allen's in this case. The Planning Commission exhibited preferential favoritism towards Zach and Kylie Springer. Multiple council members continually talked about how insignificant technical changes to the county road would be made, before a verdict was even reached. This included discussions about snow poles, theoretical hard boundaries and how it would hypothetically improve the Gunnison Valley's affordable housing woes. All while politely ignoring the Allen's sound and reasonable objections to this proposal.

With all due respect to our County Commissioners, there is a serious problem here. The potential future homeowners convenience should not be valued above our very livelihoods and the essential agriculture the Allen's have and remain dedicated too. I am asking that the Planning Commission's discriminatory and unreasonable recommendation be overruled.

It is because of these reasons I ask that the proposed winter extension to county road 813 be adamantly denied. Please understand that it is critical that this boundary remain in place as it is.

Thank you,
Craig Allen

Ps. Attached is our community supported petition. Urging this proposed winter road extension be rejected by your County Commission.

Gunnison County Citizens Against the County Road 813 Winter Extension

Printed Name	Email / Phone Number	Signature
Craig Allen	970·275·8276	
Corrie Allen	970-275-8059	
Tucker Schaffer	970-275-0199	
carol connor	970-596-8904	
GEORGE SWIGERT	970-641-3153	
Chris Coleman	970-209-1119	
Steve Crittendon	(970)471-9624	
Eliza Hoffman	(970) 275-1635	
Shane Guerrieri	970 596·9747	
Hannah Hansen	970 596·6541	
Kai Miller	970 275-3224	
Steve Hamilton	970 209 2415	
Denise Percival	970 901-9809	
	970-901-9804	
Tyler Hanson	970-275-4727	
Nico Randlett	586-703-3301	
Darby Klinowski	970-209-2177	
Chris Pedersen	970·209·4188	
Martin Klein	970 709 6062	
Brenda Sargent BRENDA SARGENT	9704177761	
Ashley Crittendon	9702092733	
Jessica Lehmann	9702094042	
Colton crittenden	970-471-6357	
Chase Percival	970-901-2908	
Liv Mount	970-901-2691	
Megan Cop	970 209 8579	
Haley Shrieves	970-209-9502	
Stephanie Shrieves	970 275 0037	
Dustin Heger	970 901-5645	
Vince Youmans	970 901-7201	
Justina Heger	785-844-0240	

Printed Name	Email / Phone Number	Signature
Jeb Baly	970-209-7823	
KALIF REDDEN		
Kelly Burch		
Ryan Wyneken	919-940-4922	
Kalin Black	(970) 417-0494	
W good Hardy	(562) 370-5672	
TIM LEHMANN	970.641-0323	
Merlin Mapes	970-709-8397	
Jack Wheeler	970-784-6018	
Logan Brennise	970-285-6848	
Corbin Hardman	830-544-7404	
DAN Lochridge	970 209-7037	
Tami Somrak	303 2422130	
Randy Pool	970-217-6268	
Dally Hansen	970-390-0451	
Jimmy LaConte	720-237-8704	
Judith Farrell	970.964.7149	
PATRICK FARRELL	9709643799	
Shawn Wolfenbarger	970 596 4746	
Elena Marquez	(512) 439-9896	
Cindy Barbour	970-209-5459	
Ken BARBOUR	970-596-6895	
Curtis Allen	970-209-8681	
Leslie Locklear	970-901-9050	
Maggie Dethloff	970 209 7880	
Michael Blumenek	970-596-0602	

Printed Name	Email / Phone Number	Signature
ESTHER LAW	970-349-7244	Esther A. Law
Lisa Blunck	" " "	Lisa Blunck
Polly Obrosler	970-209-9122	
Dave Obrosler	970-209-3087	
	970.901.6984	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing the Acceptance of Real Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

A Resolution authorizing the acceptance of real property and a public road by the County in relation to the Mount Emmons Land Exchange.

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:
Legally sufficient. SO 6/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/11/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 6/18/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2024 - _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY AND A PUBLIC ROAD BY THE COUNTY IN RELATION TO THE MOUNT EMMONS LAND EXCHANGE

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(b), Gunnison County has the legal authority to acquire and hold real property for the use of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(c), Gunnison County has the legal authority to make such order respecting real property owned by Gunnison County as the Board may deem conducive to the interests of the inhabitants of Gunnison County and to lease the same in the best interest of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(d), Gunnison County has the legal authority to make all contracts and do all other acts in relation to the property necessary to the exercise of Gunnison County's corporate or administrative powers;

WHEREAS, pursuant to C.R.S. § 43-2-201(1)(a), the Board of County Commissioners of the County of Gunnison is authorized to accept the dedication of a road as a public highway under County jurisdiction and control;

WHEREAS, in 2016 Mt. Emmons Mining Company (MEMC) acquired the Mt Emmons mine near Crested Butte, Colorado (Mine) and since then has evaluated the mine reclamation, water treatment plant and other mine facilities and established a dialogue with the community to determine the best future scenario for mine reclamation, water treatment, and recreational access;

WHEREAS, On February 12, 2016, Gunnison County, as well as divisions of the Colorado Department of Public Health and the Environment (CDPHE) and the Colorado Department of Natural Resources (DNR), and the Town of Crested Butte, entered into a Memorandum of Understanding for Mt. Emmons (2016 MOU);

WHEREAS, MEMC submitted a letter to the USFS dated February 19, 2021 requesting the USFS consider a land exchange by and between MEMC and the USFS whereby MEMC would acquire approximately Four Hundred Fifty (450) acres of USFS managed property partially containing the WTP and supporting facilities and infrastructure in exchange for approximately One Hundred Sixty (160) acres of MEMC owned property that is commonly referred to as the Three Peaks Ranch ("Land Exchange");

WHEREAS, on or about July 20, 2021, MEMC executed a second MOU between it, Gunnison County, and Crested Butte, wherein the County agreed to support the Land Exchange proposal in exchange for MEMC agreeing to a conservation easement over a

portion of the Mine and a mineral extinguishment agreement to permanently withdraw the right to extract minerals from the Mine and MEMC conveying a portion of the mine property to Gunnison County in fee a short (and lengthwise insignificant) segment of the Kebler Pass Road (County Road 12), as well as the Kebler Pass Winter Trailhead, both of which are presently under the jurisdiction of the United States Forest Service (USFS) and operated by the County pursuant to a Federal Roads and Trails Act Easement granted by USFS to the County ("Kebler Pass Road Property");

WHEREAS, in order to timely and efficiently close the exchange transaction, including but not limited to the federal patent issued to MEMC, the conservation easement, the mineral extinguishment agreement, and the acceptance of the dedication and grant by MEMC of the Kebler Pass Road Property, the Board of the Board of County Commissioners of the County of Gunnison finds it necessary to delegate its authorities to the County Manager;

WHEREAS, by Resolution No. 2022-22 enacted on May 17, 2022, the Board of County Commissioners of the County of Gunnison delegated to the County Manager the authority to negotiate and execute contracts, for the purchase of real property on behalf of the County for County purposes;

WHEREAS, the Board of County Commissioners of the County of Gunnison desires to accomplish the Land Exchange and accept that property from MEMC described above;

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

1. County officials and staff perform all actions and execute all documents, instruments, deeds, contracts and agreements necessary to effectuate the Land Exchange, the acceptance by the County of the Kebler Pass Road Property, and all related agreements;

2. All acts by County officials and staff taken prior to the date of this Resolution and consistent with the delegation of authority set forth this Resolution are hereby ratified as if fully approved and authorized by the Board of County Commissioners on the date such act(s) occurred.

3. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

4. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incidental third-party beneficiaries.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 2024.

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:

_____
Deputy County Clerk

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ___ day of _____, _____ 2024 between Mount Emmons Mining Company, a corporation organized under the laws of the State of Delaware, whose address is: 333 North Central Avenue, Phoenix, Arizona 85004, ("Grantor"), and the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Grantee");

WITNESSETH, that Grantor for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, and conveyed, and by these presents does remise, release, and convey unto Grantee and Grantee's successors and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado and as identified in Appendix "A" attached hereto and incorporated herein by reference ("Property"). For that portion of the Property previously and presently serving as a public road or highway, pursuant to Colorado Revised Statute § 43-2-201(1)(a), Grantor does further and hereby dedicates and conveys forever unto Grantee said portion of Property for use as a Public Highway, right of way, road, and appurtenances for public benefit, under the sole and exclusive jurisdiction and control of Gunnison County.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

MT. EMMONS MINING COMPANY, INC.,
a Delaware Corporation

By:_____

Its:_____

ATTEST:

_____

_____, Secretary

DRAFT

STATE OF ARIZONA)
) ss.
County of)

The foregoing Deed was acknowledged before me this day of _____, 2024, by _____, as _____ and _____ as _____of Mt. Emmons Mining Company, Inc., a Delaware corporation.

Witness my hand and official seal. [SEAL]_____
Notary Public
My commission expires:

ACCEPTANCE

The Board of County Commissioners of the County of Gunnison, Colorado, by and through its County Manager, on this ____day of _____, 2024 hereby accepts the conveyance of the Property identified in Appendix "A" herein by Grantor Mount Emmons Mining Company, including but not limited that portion of the Property dedicated for use as a Public Highway (Public Right-of-Way) pursuant to C.R.S. §43-2-201(1)(a).

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Matthew Birnie, County Manager

[APPENDIX "A"]

[LEGAL DESCRIPTION BY LANDMARK SURVEYING & MAPPING]

DRAFT

MT. EMMONS MINING COMPANY
LAND SURVEY PLAT

LOCATED WITHIN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 86 WEST, OF THE SIXTH PRINCIPAL MERIDIAN GUNNISON COUNTY, COLORADO

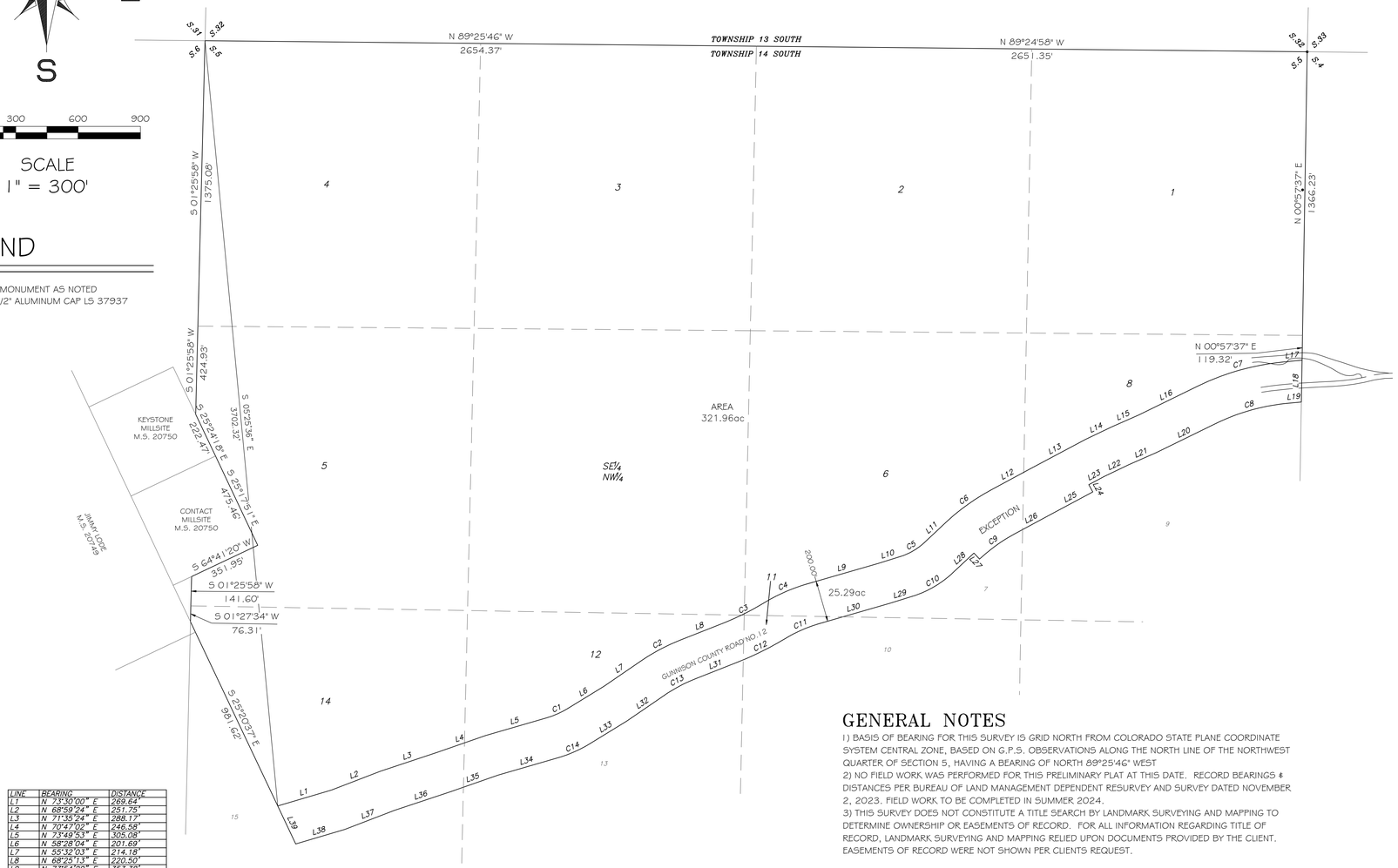
N
W E
S

0 300 600 900

SCALE
1" = 300'

LEGEND

- ◎ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937



LINE	BEARING	DISTANCE
L1	N 73°30'00" E	269.64'
L2	N 68°59'24" E	251.75'
L3	N 71°35'24" E	288.17'
L4	N 70°47'02" E	246.58'
L5	N 73°49'53" E	305.08'
L6	N 58°28'04" E	201.69'
L7	N 55°32'03" E	214.18'
L8	N 68°25'13" E	220.50'
L9	N 73°54'20" E	353.38'
L10	N 72°45'16" E	110.41'
L11	N 46°49'09" E	138.78'
L12	N 61°35'17" E	210.51'
L13	N 61°55'38" E	307.51'
L14	N 64°29'55" E	139.12'
L15	N 66°16'16" E	143.45'
L16	N 63°54'51" E	315.08'
L17	N 84°23'54" E	94.46'
L18	S 00°57'37" W	201.32'
L19	S 84°23'54" W	71.46'
L20	S 63°54'51" W	319.20'
L21	S 66°16'16" W	144.47'
L22	S 64°29'55" W	131.54'
L23	S 61°55'38" W	83.86'
L24	S 28°04'22" E	40.00'
L25	S 61°55'38" W	218.45'
L26	S 61°35'17" W	209.84'
L27	N 43°10'51" W	40.00'
L28	S 46°49'09" W	138.72'
L29	S 72°45'16" W	112.40'
L30	S 73°54'20" W	355.40'
L31	S 68°25'13" W	220.46'
L32	S 55°32'03" W	219.27'
L33	S 58°28'04" W	206.80'
L34	S 73°49'53" W	299.75'
L35	S 70°47'02" W	242.67'
L36	S 71°35'24" W	285.04'
L37	S 68°59'24" W	255.09'
L38	S 73°30'00" W	246.40'
L39	N 25°20'37" W	202.41'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	432.89'	116.16'	115.81'	N 66°08'59" E	15°22'29"
C2	959.62'	215.19'	214.74'	N 61°58'38" E	12°50'53"
C3	1316.34'	221.15'	220.89'	N 63°36'38" E	9°37'33"
C4	875.32'	230.97'	230.30'	N 66°20'59" E	15°07'08"
C5	302.10'	136.86'	135.69'	N 59°47'12" E	25°57'21"
C6	1042.92'	268.94'	268.20'	N 54°13'10" E	14°46'31"
C7	1192.95'	426.75'	424.47'	N 74°09'23" E	20°29'46"
C8	992.95'	355.22'	353.33'	S 74°09'23" W	20°29'50"
C9	802.92'	207.08'	206.51'	S 54°13'16" W	14°46'38"
C10	502.10'	227.42'	225.48'	S 59°47'12" W	25°57'05"
C11	675.32'	178.22'	177.70'	S 66°20'58" W	15°07'13"
C12	1516.34'	254.76'	254.46'	S 63°36'37" W	9°37'34"
C13	759.62'	170.28'	169.92'	S 61°58'38" W	12°50'16"
C14	632.89'	169.81'	169.30'	S 66°08'59" W	15°22'22"

LEGAL DESCRIPTION

GOVERNMENT LOTS 1, 2, 3, 4, 5, 6, 8, 11, 12 & 14 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 5, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6th PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO.

EXCEPTING THEREFROM:

A STRIP OF LAND LOCATED IN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6th PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 89°25'46" WEST, A DISTANCE OF 2654.37 FEET;
THENCE SOUTH 5°25'36" EAST, A DISTANCE OF 3,702.332 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 73°30'00" EAST, A DISTANCE OF 269.94 FEET;
THENCE NORTH 68°59'24" EAST, A DISTANCE OF 251.75 FEET;
THENCE NORTH 71°35'24" EAST, A DISTANCE OF 288.17 FEET;
THENCE NORTH 70°47'02" EAST, A DISTANCE OF 246.58 FEET;
THENCE NORTH 73°49'53" EAST, A DISTANCE OF 305.08 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 116.16 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 432.89 FEET, A DELTA ANGLE OF 15°22'29", A CHORD BEARING OF NORTH 66°08'59" AND A CHORD DISTANCE OF 115.81 FEET TO A POINT OF TANGENCY;
THENCE NORTH 58°28'04" EAST, A DISTANCE OF 201.69 FEET;
THENCE NORTH 55°32'03" EAST, A DISTANCE OF 214.18 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 215.19 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 959.62 FEET, A DELTA ANGLE OF 12°50'53", A CHORD BEARING OF NORTH 61°58'38" EAST AND A CHORD LENGTH OF 214.74 FEET TO A POINT OF TANGENCY;
THENCE NORTH 68°25'13" EAST, A DISTANCE OF 220.50 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 221.15 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1316.34 FEET, A DELTA ANGLE OF 9°37'33", A CHORD BEARING OF NORTH 63°36'38" EAST AND A CHORD LENGTH OF 220.89 FEET TO A POINT OF REVERSE CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 230.97 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 875.32 FEET, A DELTA ANGLE OF 15°07'08", A CHORD BEARING OF NORTH 66°20'59" EAST AND A CHORD LENGTH OF 230.30 FEET TO A POINT OF TANGENCY;
THENCE NORTH 73°54'20" EAST, A DISTANCE OF 353.38 FEET;
THENCE NORTH 72°45'16" EAST, A DISTANCE OF 110.41 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 136.86 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 302.10 FEET, A DELTA ANGLE OF 25°57'21", A CHORD BEARING OF NORTH 59°47'12" EAST AND A CHORD LENGTH OF 135.69 FEET TO A POINT OF TANGENCY;
THENCE NORTH 46°49'09" EAST, A DISTANCE OF 138.78 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 268.94 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1042.92 FEET, A DELTA ANGLE OF 14°46'31", A CHORD BEARING OF NORTH 54°13'10" EAST AND A CHORD LENGTH OF 268.20 FEET TO A POINT OF TANGENCY;
THENCE NORTH 61°35'17" EAST, A DISTANCE OF 210.51 FEET;
THENCE NORTH 61°55'38" EAST, A DISTANCE OF 307.51 FEET;
THENCE NORTH 64°29'55" EAST, A DISTANCE OF 139.12 FEET;
THENCE NORTH 66°16'16" EAST, A DISTANCE OF 143.45 FEET;
THENCE NORTH 63°54'51" EAST, A DISTANCE OF 315.08 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 426.75 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1192.95 FEET, A DELTA ANGLE OF 20°29'46", A CHORD BEARING OF NORTH 74°09'23" AND A CHORD LENGTH OF 424.47 FEET TO A POINT OF TANGENCY;
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THENCE SOUTH 61°55'38" WEST, A DISTANCE OF 83.86 FEET;
THENCE SOUTH 28°04'22" EAST, A DISTANCE OF 40.00 FEET;
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THENCE SOUTH 61°35'17" WEST, A DISTANCE OF 209.84 FEET TO A POINT OF CURVATURE;
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THENCE SOUTHWESTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 227.42 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 502.10 FEET, A DELTA ANGLE OF 25°57'05", A CHORD BEARING OF SOUTH 59°47'12" WEST AND A CHORD LENGTH OF 225.48 FEET TO A POINT OF TANGENCY;
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THENCE SOUTHWESTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 254.76 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1516.34 FEET, A DELTA ANGLE OF 9°37'34", A CHORD BEARING OF SOUTH 63°36'37" WEST AND A CHORD LENGTH OF 254.46 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 68°25'13" WEST, A DISTANCE OF 220.46 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 170.28 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 759.62 FEET, A DELTA ANGLE OF 12°50'36", A CHORD BEARING OF SOUTH 61°58'38" WEST AND A CHORD LENGTH OF 169.92 FEET;
THENCE SOUTH 55°32'03" WEST, A DISTANCE OF 219.27 FEET;
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THENCE SOUTH 68°59'24" WEST, A DISTANCE OF 255.09 FEET;
THENCE SOUTH 73°30'00" WEST, A DISTANCE OF 246.40 FEET;
THENCE NORTH 25°20'37" WEST, A DISTANCE OF 202.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 321.96 ACRES, MORE OR LESS.

GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 5, HAVING A BEARING OF NORTH 89°25'46" WEST
2) NO FIELD WORK WAS PERFORMED FOR THIS PRELIMINARY PLAT AT THIS DATE. RECORD BEARINGS & DISTANCES PER BUREAU OF LAND MANAGEMENT DEPENDENT RESURVEY AND SURVEY DATED NOVEMBER 2, 2023. FIELD WORK TO BE COMPLETED IN SUMMER 2024.
3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AT _____ __.M. ON THIS _____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

_____
GUNNISON COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT
NOT TO BE USED BY AGENCY

_____
SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937

COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

REVISED:APRIL 4, 2024
JOB #24009
DATE: FEBRUARY 21, 2024
SHEET 1 OF 1

MT. EMMONS MINING COMPANY
LAND SURVEY PLAT

LOCATED WITHIN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 86 WEST, OF THE SIXTH PRINCIPAL MERIDIAN GUNNISON COUNTY, COLORADO

LANDMARK SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

LEGAL DESCRIPTION
OF
A STRIP OF LAND

A STRIP OF LAND LOCATED IN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6th PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 89°25'46" WEST, A DISTANCE OF 2654.37 FEET;

THENCE SOUTH 5°25'36" EAST, A DISTANCE OF 3,702.332 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 73°30'00" EAST, A DISTANCE OF 269.94 FEET;

THENCE NORTH 68°59'24" EAST, A DISTANCE OF 251.75 FEET;

THENCE NORTH 71°35'24" EAST, A DISTANCE OF 288.17 FEET;

THENCE NORTH 70°47'02" EAST, A DISTANCE OF 246.58 FEET;

THENCE NORTH 73°49'53" EAST, A DISTANCE OF 305.08 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 116.16 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 432.89 FEET, A DELTA ANGLE OF 15°22'29", A CHORD BEARING OF NORTH 66°08'59" AND A CHORD DISTANCE OF 115.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 58°28'04" EAST, A DISTANCE OF 201.69 FEET;

THENCE NORTH 55°32'03" EAST, A DISTANCE OF 214.18 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 215.19 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 959.62 FEET, A DELTA ANGLE OF 12°50'53", A CHORD BEARING OF NORTH 61°58'38" EAST AND A CHORD LENGTH OF 214.74 FEET TO A POINT OF TANGENCY;

THENCE NORTH 68°25'13" EAST, A DISTANCE OF 220.50 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 221.15 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1316.34 FEET, A DELTA ANGLE OF 9°37’33”, A CHORD BEARING OF NORTH 63°36’38” EAST AND A CHORD LENGTH OF 220.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 230.97 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 875.32 FEET, A DELTA ANGLE OF 15°07’08”, A CHORD BEARING OF NORTH 66°20’59” EAST AND A CHORD LENGTH OF 230.30 FEET TO A POINT OF TANGENCY;

THENCE NORTH 73°54’20” EAST, A DISTANCE OF 353.38 FEET;

THENCE NORTH 72°45’16” EAST, A DISTANCE OF 110.41 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 136.86 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 302.10 FEET, A DELTA ANGLE OF 25°57’21”, A CHORD BEARING OF NORTH 59°47’12” EAST AND A CHORD LENGTH OF 135.69 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46°49’09” EAST, A DISTANCE OF 138.78 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 268.94 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1042.92 FEET, A DELTA ANGLE OF 14°46’31”, A CHORD BEARING OF NORTH 54°13’10” EAST AND A CHORD LENGTH OF 268.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 61°35’17” EAST, A DISTANCE OF 210.51 FEET;

THENCE NORTH 61°55’38” EAST, A DISTANCE OF 307.51 FEET;

THENCE NORTH 64°29’55” EAST, A DISTANCE OF 139.12 FEET;

THENCE NORTH 66°16’16” EAST, A DISTANCE OF 143.45 FEET;

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THENCE NORTH 25°20’37” WEST, A DISTANCE OF 202.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.29 ACRES, MORE OR LESS.

PREPARED BY:

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

ArcGIS Web Map



3/25/2024, 10:42:30 AM

1:2,257

Boundary_MEMC Revised

Recreation Trails

Centerline Proposed RW

S_USA_Road_NVUM

Unpatented Mining Claims

3 - SUITABLE FOR PASSENGER CARS

S_USA_Road_Core_FS

3 - SUITABLE FOR PASSENGER CARS

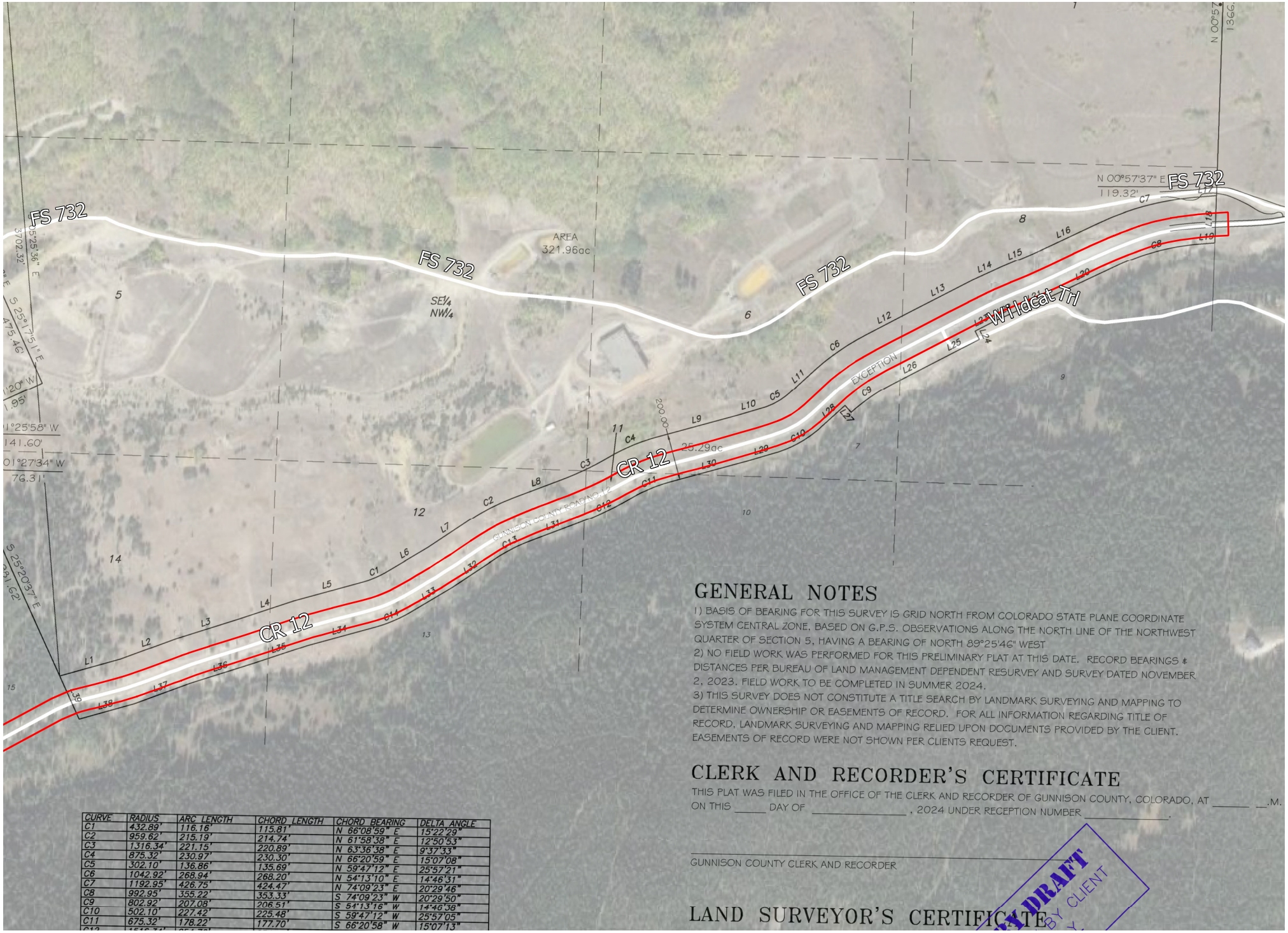
0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

ArcGIS Web AppBuilder

vices Program, Enterprise Data Warehouse | U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov | Colorado Natural Heritage Program using a modified version of SWReGAP land cover from Utah State University. | Esri, HERE, Garmin, iPC |



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	432.89'	116.16'	115.81'	N 66°08'59" E	15°22'29"
C2	959.62'	215.19'	214.74'	N 61°58'38" E	12°50'53"
C3	1316.34'	221.15'	220.89'	N 63°36'38" E	9°37'33"
C4	875.32'	230.97'	230.30'	N 66°20'59" E	15°07'08"
C5	302.10'	136.86'	135.69'	N 59°47'12" E	25°57'21"
C6	1042.92'	268.94'	268.20'	N 54°13'10" E	14°46'31"
C7	1192.95'	426.75'	424.47'	N 74°09'23" E	20°29'46"
C8	992.95'	355.22'	353.33'	S 74°09'23" W	20°29'50"
C9	802.92'	207.08'	206.51'	S 54°13'16" W	14°46'36"
C10	502.10'	227.42'	225.48'	S 59°47'12" W	25°57'05"
C11	675.32'	178.22'	177.70'	S 66°20'58" W	15°07'13"

GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 5, HAVING A BEARING OF NORTH 89°25'46" WEST
2) NO FIELD WORK WAS PERFORMED FOR THIS PRELIMINARY PLAT AT THIS DATE. RECORD BEARINGS & DISTANCES PER BUREAU OF LAND MANAGEMENT DEPENDENT RESURVEY AND SURVEY DATED NOVEMBER 2, 2023. FIELD WORK TO BE COMPLETED IN SUMMER 2024.
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CLERK AND RECORDER'S CERTIFICATE

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GUNNISON COUNTY CLERK AND RECORDER

DRAFT BY CLIENT

LAND SURVEYOR'S CERTIFICATE

100 foot easement along center of Kebler Pass Rd

6/3/24

500 ft US

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Strategic Plan

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The draft is attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 6/18/2024

Revised April 2015

Gunnison County Strategic Plan

Adopted May 20, 2008
Revised July 21, 2009
Revised May 24, 2011
Revised June 4, 2013
Revised May 5, 2015
Revised April 4, 2017
Revised May 7, 2019
Revised June 7, 2022
Revised (DRAFT) June 18, 2024

Introduction

TABLE OF CONTENTS

A. ENSURE SOUND INFRASTRUCTURE **6**

1. By November 30, 2025, the Gunnison County Board of County Commissioners will ask the residents of Gunnison County to support a well-developed and informed ballot question to provide adequate funding that will support road and bridge infrastructure, construction and maintenance so that residents and visitors can safely travel on County-maintained roads, conduct business, and pursue recreational interests. 6

2. By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan. 6

3. By December 31, 2024, Gunnison County will improve the Fairground's site as described in the Fairgrounds Master Plan. Progress will be achieved on the following specific results: 6

a) By November 2024, the main parking-lot East of the Multi-Purpose Building will be expanded as described in the Master Plan to increase parking availability, add multi-modal transportation routes from Spruce Street, and create an improved entry plaza for the Rodeo grounds and Multi-Purpose Building. 6

B. PROTECT THE ENVIRONMENT **7**

1. Gunnison County shall continue to work with its partners to protect water quality and quantity for in-basin purposes in a manner that is socially, environmentally, and economically sound. 7

2. By December 31, 2025, Gunnison County will work with the ranching community and other landowners to expand the conserved private ranchland in the County by an additional 11,900 acres from the 2018 baseline of 77,600 acres in order to protect open space and the watershed, ensure access to public lands and trails, and preserve agriculture. 7

3. By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change as evidenced by: 7

a) Average EUI (energy use intensity) of commercial and residential buildings will continue to decrease as measured biannually in the County's Greenhouse Gas Inventory. 7

b) By 2030, 100% of Gunnison County buildings will be electrified, and Main Campus buildings will have onsite energy generation. 7

c) By 2030 average VMT (vehicle miles travelled) will decrease by 8% per capita from 2015 levels as a result of the County's land-use policies, creation of workforce housing near jobs, support of mass transit, and creation of additional multi-modal transportation options. 7

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES **8**

1. By December 31, 2026, Gunnison County will facilitate efforts to progress equity, diversity, inclusion and belonging within the organizational culture and community by: 8

a) By December 31, 2024, create a County staff EDIB workgroup. 8

b) By December 31, 2025, develop a strategic plan to further enhance a welcoming and inclusive organizational culture. 8

c) Partnering with the City of Gunnison's Cultural Connection and exploring the potential to expand the program countywide. 8

2. By December 31, 2024, Gunnison County will promote optimal community and family health, safety and well-being through an integrated Health and Human Services team, as measured by: 8

a) 75% or more of children two years of age will be up-to-date in all recommended vaccinations; 8

b) 90% (minimum) of children placed out of home with a Child Welfare case will be in kinship placement or certified foster home; 8
c) 90% of vital records (birth and death certificates) audited by the State meet all requirements; 8
d) 95% of all eligibility determinations for food assistance are completed within 30 days; and 8
e) 90% (minimum) of at-risk adults with an Adult Protection case will not be reopened due to a new referral within 1 year. 8

3. By December 31, 2024, the Juvenile Services Department will have improved the future of Gunnison County residents by reducing youth substance use as evidenced by: 8
a) Of the youth 6th – 12th grade who enroll in Choice Pass, less than 10% will violate their pledge; 8
b) Through prevention education efforts, 70% of parents of 6th – 12th grade students report having had a conversation with their children, as measured by the Gunnison County Substance Abuse Prevention Project (GCSAPP) parent questionnaire; 8
c) Prevention education delivery and promoting substances free events will result in a 5% reduction in youth binge drinking, marijuana, and nicotine rates as evidenced by the Healthy Kids Colorado Survey (HKCS) using 2019 as a baseline; 8
d) 2% annual increase in Family Advocacy Support Team (FAST) referrals for elementary aged youth; 8
e) 95% of youth/families participating on a FAST will not involuntarily enter the Child Welfare or Juvenile Justice systems (2019 baseline); and 8
f) 88% of youth served by Early Intervention will not commit a new offense within one year of program completion (2019 baseline). 8

4. By December 31, 2025, Gunnison County will lead efforts in the valley to stabilize and increase early childhood education, childcare and pre-K slots by: 9
a) Developing policy to maximize current capacity at all licensed providers and expand capacity for infant and toddler care. 9
b) Securing funding to stabilize the early childhood education industry. 9
c) Implementing the Local Coordinating Organization (LCO) plan for universal preschool. 9
d) Outreach, education and support services to increase licensed home providers. 9

5. By December 31, 2025, Gunnison County will capitalize on the extensive airport facility investments by increasing the airport's economic impact to the community by 20% over the results of the 2020 Colorado Department of Transportation (CDOT) study to $145M, increasing enplanements to 50,000 primarily by reducing passenger leakage, and increasing corporate and general aviation activity. 9

D. DELIVER HIGH QUALITY SERVICES 10

1. By December 31, 2024, the people of Gunnison County will experience increased opportunity to develop greater understanding and to directly participate in local government through a BOCC outreach strategy. 10
2. By December 31, 2025, Gunnison County will implement licensing procedures for licensing short-term rentals. 10
3. By December 31, 2030, in addition to the 89 essential housing units the County will have facilitated by the end of 2022, the County will facilitate the construction of 300 new essential housing units of the 1,080-1,345 units identified as needed in the most recent Gunnison Valley Housing Needs Assessment. 10
4. By December 31, 2026, through Gunnison County Land Use Resolution (LUR) revisions, create a review process for approving essential housing projects in designated areas as a use by right or

administrative review and the development of a comprehensive corridor plan from Gunnison to Mt. Crested Butte..... 10
a) By 12/31/2024, completion of the Gunnison Community Area Plan and adoption of regulatory process to streamline and shorten the development review process. This may include amendments to the Gunnison County Land Use Resolution and/or the designation of a Special Area..... 10
b) By April 30, 2025, the initiation of the Gunnison to Mt. Crested Butte Corridor Plan process which will include a land use, transportation, and utilities/infrastructure plan and emphasize Identifying where and when future transportation and infrastructur investments should be spent along with the anticipated location and density of future growth and discouragement of sprawl in inappropriate locations that are in alignment with community expectations..... 10
c) By December 31, 2026, amend appropriate regulations to align the County's regulatory standards and processes with the outcomes of the Corridor Plan. 10

A. ENSURE SOUND INFRASTRUCTURE

Strategic Results

1. **By November 30, 2025, the Gunnison County Board of County Commissioners will ask the residents of Gunnison County to support a well-developed and informed ballot question to provide adequate funding that will support road and bridge infrastructure, construction and maintenance so that residents and visitors can safely travel on County-maintained roads, conduct business, and pursue recreational interests.**
   Lead: Board of County Commissioners
   Team: County Manager (CM) Matthew Birnie, Assistant County Manager (ACM) for Public Works Martin Schmidt, Chief Financial Officer (CFO) Perry Solheim, Assistant County Manager (ACM) for Community & Economic Development Cathie Pagano and County Attorney (CA) Hoyt.

2. **By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan.**
   Lead: Assistant County Manager (ACM) for Operations and Sustainability John Cattles
   Team: CM Birnie, ACM Pagano, and CFO Solheim.

3. **By December 31, 2024, Gunnison County will improve the Fairground's site as described in the Fairgrounds Master Plan. Progress will be achieved on the following specific results:**
   a) By November 2024, the main parking-lot East of the Multi-Purpose Building will be expanded as described in the Master Plan to increase parking availability, add multi-modal transportation routes from Spruce Street, and create an improved entry plaza for the Rodeo grounds and Multi-Purpose Building.
   Lead: ACM Cattles
   Team: ACM Pagano, ACM Schmidt and Fairgrounds Manager Anthony Janssen.

B. PROTECT THE ENVIRONMENT

Strategic Results

1. **Gunnison County shall continue to work with its partners to protect water quality and quantity for in-basin purposes in a manner that is socially, environmentally, and economically sound.**

   Lead: CA Hoyt

   Team: CM Birnie, ACM Pagano, CFO Solheim and Geographic Information Systems Manager (GISM) Mike Pelletier.

2. **By December 31, 2025, Gunnison County will work with the ranching community and other landowners to expand the conserved private ranchland in the County by an additional 11,900 acres from the 2018 baseline of 77,600 acres in order to protect open space and the watershed, ensure access to public lands and trails, and preserve agriculture.**

   Lead: GISM Pelletier

   Team: ACM Schmidt, CA Hoyt, ACM Pagano and CFO Solheim.

3. **By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change as evidenced by:**

   a) Average EUI (energy use intensity) of commercial and residential buildings will continue to decrease as measured biannually in the County's Greenhouse Gas Inventory.

   b) By 2030, 100% of Gunnison County buildings will be electrified, and Main Campus buildings will have onsite energy generation.

   c) By 2030 average VMT (vehicle miles travelled) will decrease by 8% per capita from 2015 levels as a result of the County's land-use policies, creation of workforce housing near jobs, support of mass transit, and creation of additional multi-modal transportation options.

   Lead: ACM Cattles

   Team: CM Birnie, ACM Schmidt, CA Hoyt, Assistant County Manager (ACM) for Health, Human and Safety Services Joni Reynolds, GISM Pelletier, ACM Pagano and Building and Environmental Health Official (BEHO) Crystal Lambert.

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES

Strategic Results

1. **By December 31, 2026, Gunnison County will facilitate efforts to progress equity, diversity, inclusion and belonging within the organizational culture and community by:**
    a) By December 31, 2024, create a County staff EDIB workgroup.
    b) By December 31, 2025, develop a strategic plan to further enhance a welcoming and inclusive organizational culture.
    c) Partnering with the City of Gunnison's Cultural Connection and exploring the potential to expand the program countywide.

    Lead: ACM Reynolds and Human Resources Director Lauren Trautz
    Team: CM Birnie, ACM Cattles, ACM Pagano, ACM Schmidt and CA Hoyt.

2. **By December 31, 2024, Gunnison County will promote optimal community and family health, safety and well-being through an integrated Health and Human Services team, as measured by:**
    a) 75% or more of children two years of age will be up-to-date in all recommended vaccinations;
    b) 90% (minimum) of children placed out of home with a Child Welfare case will be in kinship placement or certified foster home;
    c) 90% of vital records (birth and death certificates) audited by the State meet all requirements;
    d) 95% of all eligibility determinations for food assistance are completed within 30 days; and
    e) 90% (minimum) of at-risk adults with an Adult Protection case will not be reopened due to a new referral within 1 year.

    Lead: ACM Reynolds
    Team: Deputy Health and Human Services Director Brad Wheaton, Wellness/Enforcement Services Manager Elizabeth Holena, Clinical Services Manager Shonna Gray, WIC Educator Beth Coop, Public Health Nurse Mary Kunes, Administrative Services Supervisor Blair Burgess, Community Health Services Supervisor (CHSS) Margaret Wacker, and Family Services Supervisor Laura Rascon.

3. **By December 31, 2024, the Juvenile Services Department will have improved the future of Gunnison County residents by reducing youth substance use as evidenced by:**
    a) Of the youth 6th – 12th grade who enroll in Choice Pass, less than 10% will violate their pledge;
    b) Through prevention education efforts, 70% of parents of 6th – 12th grade students report having had a conversation with their children, as measured by the Gunnison County Substance Abuse Prevention Project (GCSAPP) parent questionnaire;
    c) Prevention education delivery and promoting substances free events will result in a 5% reduction in youth binge drinking, marijuana, and nicotine rates as evidenced by the Healthy Kids Colorado Survey (HKCS) using 2019 as a baseline;
    d) 2% annual increase in Family Advocacy Support Team (FAST) referrals for elementary aged youth;
    e) 95% of youth/families participating on a FAST will not involuntarily enter the Child Welfare or Juvenile Justice systems (2019 baseline); and
    f) 88% of youth served by Early Intervention will not commit a new offense within one year of program completion (2019 baseline).

    Lead: Juvenile Services Director Kari Commerford
    Team: GCSAPP Manager Emily Mirza, Juvenile Services Data Coordinator John Powell, CHSS Wacker, FAST Coordinator, Early Intervention Program Manager Clay Curtis and RE1-J School District representative Beth Goldstone.

4. **By December 31, 2025, Gunnison County will lead efforts in the valley to stabilize and increase early childhood education, childcare and pre-K slots by:**
    a) Developing policy to maximize current capacity at all licensed providers and expand capacity for infant and toddler care.
    b) Securing funding to stabilize the early childhood education industry.
    c) Implementing the Local Coordinating Organization (LCO) plan for universal preschool.
    d) Outreach, education and support services to increase licensed home providers.

    Lead: ACM Reynolds

    Team: CHSS Wacker, Early Childhood Council (ECC) Coordinator Lana Athey, Gunnison Watershed School District Superintendent Leslie Nichols, Wellness & Enforcement Manager Betsy Holena and CCCAP Coordinator Cheryl Smejkal.

5. **By December 31, 2025, Gunnison County will capitalize on the extensive airport facility investments by increasing the airport's economic impact to the community by 20% over the results of the 2020 Colorado Department of Transportation (CDOT) study to $145M, increasing enplanements to 50,000 primarily by reducing passenger leakage, and increasing corporate and general aviation activity.**

    Lead: Airport Director Rick Lamport

    Team: CM Birnie, ACM Pagano, CA Hoyt and CFO Solheim.

D. DELIVER HIGH QUALITY SERVICES

Strategic Results

1. **By December 31, 2024, the people of Gunnison County will experience increased opportunity to develop greater understanding and to directly participate in local government through a BOCC outreach strategy.**
   Team: County Commissioners Jonathan Houck, Liz Smith and Laura Puckett Daniels.

2. **By December 31, 2025, Gunnison County will implement licensing procedures for licensing short-term rentals.**
   Lead: ACM Pagano
   Team: CA Hoyt, PD Seminick, BEHO Lambert and CFO Solheim.

3. **By December 31, 2030, in addition to the 89 essential housing units the County will have facilitated by the end of 2022, the County will facilitate the construction of 300 new essential housing units of the 1,080-1,345 units identified as needed in the most recent Gunnison Valley Housing Needs Assessment.**
   Lead: CM Birnie
   Team: ACM Pagano, ACM Cattles, CFO Solheim and Gunnison Valley Regional Housing Authority Executive Director.

4. **By December 31, 2026, through Gunnison County Land Use Resolution (LUR) revisions, create a review process for approving essential housing projects in designated areas as a use by right or administrative review and the development of a comprehensive corridor plan from Gunnison to Mt. Crested Butte.**
   a) By 12/31/2024, completion of the Gunnison Community Area Plan and adoption of regulatory process to streamline and shorten the development review process. This may include amendments to the Gunnison County Land Use Resolution and/or the designation of a Special Area.
   b) By April 30, 2025, the initiation of the Gunnison to Mt. Crested Butte Corridor Plan process which will include a land use, transportation, and utilities/infrastructure plan and emphasize Identifying where and when future transportation and infrastructure investments should be spent along with the anticipated location and density of future growth and discouragement of sprawl in inappropriate locations that are in alignment with community expectations.
   c) By December 31, 2026, amend appropriate regulations to align the County's regulatory standards and processes with the outcomes of the Corridor Plan.
   Lead: ACM Pagano.
   Team: Planning Director Hillary Seminick, ACM Schmidt and ACM Cattles.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report May 2024

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report May 2024

Fiscal Impact: 9,013,193.22

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 6/11/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 6/18/2024

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
May-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(809,261.60)
130	95 11122	General - Payroll Account	1,432,606.56	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	(5,282,886.26)
002	02 11900	Road & Bridge	11,680.76	0.00
003	03 11900	Human Services	147,293.52	0.00
004	04 11900	Public Health Agency	67,038.88	0.00
007	07 11900	Conservation Trust	0.00	(439.37)
008	08 11900	Bond Fund	0.00	(418,802.11)
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	72,830.49	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	888,633.26	0.00
013	13 11900	Land Preservation	145,937.88	0.00
030	30 11900	Mosquito Control	0.00	(15,886.58)
032	32 11900	Sage Grouse Trust	31,230.65	0.00
034	34 11900	Risk Management	0.00	(6,143.55)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(25,145.00)
050	50 11900	Gunnison County Sewer	0.00	(81,420.69)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(21,012.18)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(248,191.83)
125	52 11101	Solid Waste - Landfill Closure	19,964.75	0.00
126	52 11102	Solid Waste - Landfill Const	76,243.69	0.00
070	70 11900	Housing Authority	0.00	(1,923,519.78)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(9,467.29)
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	(120,631.88)
082	82 11900	ISF-II	0.00	(46,181.80)
090	90 11900	Health Insurance Trust	123,574.07	0.00
115	90 11101	Health Insurance Claims	79,485.12	0.00
091	91 11900	Local Marketing District	675,357.82	0.00
092	92 11900	Transportation Authority	145,942.69	0.00
093	93 11900	Public Trustee Agency	0.00	(4,203.30)
145	95 11121	Accounts Payable Clearing	5,095,373.08	0.00
		TOTALS	**$ 9,013,193.22**	**$ (9,013,193.22)**

TRANSFER FOR JOURNAL ENTRIES:
405173, 405174, 405175, 405176, 405177, 404401, 404413, 405138, 404665, 404668, 405172, 404730, 313104, 405277, 313122, 404777, 405318, 405319, 405320, 405321, 405322, 405323, 403768, 404778, 405325, 406023, 405502, 405503, AP, GBI, 405317, GNI 405316,

PREPARED BY: _____ DATE: JUN 10 2024

AUTHORIZED BY: _____ DATE: JUN 10 2024

RECEIVED BY TREASURER: _____ DATE: 6-10-24

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
May-24

Balance	JE's	Description	Finance Business Date	01 General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	02 Road & Bridge 02 11900	03 Human Services 03 11900	04 Public Health 04 11900
-	**405173,**	**STND1: VEHICLE/EQUIPMENT RENT**	**5/31/2024**	**(24,542.67)**						**(384.16)**	
-	405174,	STND2: BUDGETED INTERFUND TRANSFERS	5/31/2024	46,017.53					(9,545.84)		(5,166.67)
-	**405175,**	**STND3: MAPPING SYSTEM CHARGES**	**5/31/2024**	**(11,532.15)**					**(1,675.75)**	**(22.08)**	**(22.08)**
-	405176,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2024	(3,880.82)					(390.83)	(637.50)	(825.00)
-	**405177,**	**STND5: COMPUTER SYSTEM CHARGES**	**5/31/2024**	**(22,646.93)**					**(1,783.33)**	**(2,279.17)**	**(4,632.92)**
-	404401,	REVENUE CLEARING APR-24	4/30/2024	431,993.98				(2,809,059.87)	255,011.38	209,455.17	165,339.95
-	**404413,**	**LANDFILL ALLOCATION APR**	**4/30/2024**								
-	405138,	DHS RENT MAY 24	5/31/2024	10,696.00						(10,696.00)	
-	**404665,**	**RECLASS PCARD TIP**	**4/30/2024**	**(3.30)**							(40.66)
-	404668,	RECLASS CELL PHONE	4/30/2024	40.66							
-	**405172,**	**WEED RENT TO AIRPORT MAY**	**5/31/2024**	**(765.00)**							
-	404730,	WEED RENT TO AIRPORT APR	4/30/2024	(765.00)							
-	**313104,**	**FYE INVENTORY TO ACTUALS**	**12/31/2023**						**(386.96)**		
-	405277,	MEDCHKSMAY	5/31/2024	(2,395.62)							
-	**313122,**	**MOVE LIABILITY FUNDS TO GF EMS**	**12/31/2023**	**150,000.00**					**(150,000.00)**		
-	404777,	POSTAGE USE APR2024	4/30/2024	(2,059.08)							(5.76)
-	**405318,**	**COPIES BLACK MAY2024**	**5/31/2024**	**(793.52)**					**(0.04)**	**(6.84)**	**(16.28)**
-	405319,	COPIES COLOR MAY2024	5/31/2024	(936.72)					(1.80)	(12.42)	(41.04)
-	**405320,**	**POSTAGE USE MAY2024**	**5/31/2024**	**(1,249.85)**							
-	405321,	LANDFILL ALLOCATION MAY	5/31/2024								
-	405322,	PH PHOTOCOPY MAY	5/31/2024	(56.00)							(110.56)
-	**405323,**	**RECLASS PR TO DIFF GRANT**	**5/31/2024**	**(36.27)**							**36.27**
-	403768,	RECBERKLEY	3/31/2024								
-	**404778,**	**RECBERKLEY**	**4/30/2024**								
-	405325,	RECBERKLEY	5/31/2024								
-	**406023,**	**DHS RENT JUN 24**	**6/30/2024**	**10,696.00**						**(10,696.00)**	
-	405502,	MOTORPOOL RENTS MAY	5/31/2024	(3,337.94)							(1,124.26)
-	**405503,**	**REVENUE CLEARING MAY-24**	**5/31/2024**	**278,730.75**				**(2,473,826.39)**	**249,640.09**	**140,255.76**	**74,191.05**
-											
-	**AP,**	**AP CLEARING May**	**5/31/2024**	**(771,386.60)**					**(74,105.90)**	**(14,635.65)**	**(36,386.46)**
-	GBI,	LANDFILL INTERFUND CHARGES MAR, APR	5/31/2024	(4,206.75)					(732.83)		
-	**405317,**	**NET PAYROLL TRANSFER May**	**5/31/2024**	**(1,432,606.56)**							
-	GNI 405316,	Payroll Import MAY 24	5/31/2024	545,764.26					(254,347.43)	(163,047.59)	(124,156.70)
-		TOTALS		(809,261.60)	-	-	-	(5,282,886.26)	11,680.76	147,293.52	67,038.88

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
May-24

JE's	Description	Finance Business Date	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900
405173,	**STND1: VEHICLE/EQUIPMENT RENT**	**5/31/2024**			**(386.28)**		**(1,456.45)**		**(16,237.15)**			
405174,	STND2: BUDGETED INTERFUND TRANSFERS	5/31/2024			(3,749.58)		2,416.66		(5,538.54)			(916.67)
405175,	**STND3: MAPPING SYSTEM CHARGES**	**5/31/2024**					**(661.50)**					
405176,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2024							(37.50)			
405177,	**STND5: COMPUTER SYSTEM CHARGES**	**5/31/2024**					**(350.00)**		**(445.83)**			
404401,	REVENUE CLEARING APR-24	4/30/2024							61.38			
404413,	**LANDFILL ALLOCATION APR**	**4/30/2024**							**(43,688.41)**	**6,882.71**	**25,872.35**	
405138,	DHS RENT MAY 24	5/31/2024										
404665,	**RECLASS PCARD TIP**	**4/30/2024**										
404668,	RECLASS CELL PHONE	4/30/2024										
405172,	**WEED RENT TO AIRPORT MAY**	**5/31/2024**										
404730,	WEED RENT TO AIRPORT APR	4/30/2024										
313104,	**FYE INVENTORY TO ACTUALS**	**12/31/2023**										
405277,	MEDCHKSMAY	5/31/2024										
313122,	**MOVE LIABILITY FUNDS TO GF EMS**	**12/31/2023**										
404777,	POSTAGE USE APR2024	4/30/2024										
405318,	**COPIES BLACK MAY2024**	**5/31/2024**										
405319,	COPIES COLOR MAY2024	5/31/2024										
405320,	**POSTAGE USE MAY2024**	**5/31/2024**										
405321,	LANDFILL ALLOCATION MAY	5/31/2024										
405322,	PH PHOTOCOPY MAY	5/31/2024							(84,405.68)	13,082.04	50,371.34	
405323,	**RECLASS PR TO DIFF GRANT**	**5/31/2024**										
403768,	RECBERKLEY	3/31/2024										
404778,	**RECBERKLEY**	**4/30/2024**										
405325,	RECBERKLEY	5/31/2024										
406023,	**DHS RENT JUN 24**	**6/30/2024**										
405502,	MOTORPOOL RENTS MAY	5/31/2024										
405503,	**REVENUE CLEARING MAY-24**	**5/31/2024**										**43,937.20**
AP,	**AP CLEARING May**	**5/31/2024**	**(6,143.55)**	**(25,145.00)**	**(74,916.98)**		**(5,445.87)**		**(45,772.50)**			**########**
GBI,	LANDFILL INTERFUND CHARGES MAR, APR	5/31/2024							4,939.58			
405317,	**NET PAYROLL TRANSFER May**	**5/31/2024**										
GNI 405316,	Payroll Import MAY 24	5/31/2024			(2,367.85)		(15,515.02)		(57,067.18)			
	TOTALS		(6,143.55)	(25,145.00)	(81,420.69)	-	(21,012.18)	-	(248,191.83)	19,964.75	76,243.69	########

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
May-24

JE's	Description	Finance Business Date	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
405173,	**STND1: VEHICLE/EQUIPMENT RENT**	**5/31/2024**			
405174,	STND2: BUDGETED INTERFUND TRANSFERS	5/31/2024			
405175,	**STND3: MAPPING SYSTEM CHARGES**	**5/31/2024**			
405176,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2024	(37.50)		
405177,	**STND5: COMPUTER SYSTEM CHARGES**	**5/31/2024**	**(195.83)**		
404401,	REVENUE CLEARING APR-24	4/30/2024			
404413,	**LANDFILL ALLOCATION APR**	**4/30/2024**			
405138,	DHS RENT MAY 24	5/31/2024			
404665,	**RECLASS PCARD TIP**	**4/30/2024**			
404668,	RECLASS CELL PHONE	4/30/2024			
405172,	**WEED RENT TO AIRPORT MAY**	**5/31/2024**			
404730,	WEED RENT TO AIRPORT APR	4/30/2024			
313104,	**FYE INVENTORY TO ACTUALS**	**12/31/2023**			
405277,	MEDCHKSMAY	5/31/2024			
313122,	**MOVE LIABILITY FUNDS TO GF EMS**	**12/31/2023**			
404777,	POSTAGE USE APR2024	4/30/2024			
405318,	**COPIES BLACK MAY2024**	**5/31/2024**			
405319,	COPIES COLOR MAY2024	5/31/2024			
405320,	**POSTAGE USE MAY2024**	**5/31/2024**			
405321,	LANDFILL ALLOCATION MAY	5/31/2024			
405322,	PH PHOTOCOPY MAY	5/31/2024			
405323,	**RECLASS PR TO DIFF GRANT**	**5/31/2024**			
403768,	RECBERKLEY	3/31/2024			
404778,	**RECBERKLEY**	**4/30/2024**			
405325,	RECBERKLEY	5/31/2024			
406023,	**DHS RENT JUN 24**	**6/30/2024**			
405502,	MOTORPOOL RENTS MAY	5/31/2024			
405503,	**REVENUE CLEARING MAY-24**	**5/31/2024**			
AP,	**AP CLEARING May**	**5/31/2024**		**5,095,373.08**	
GBI,	LANDFILL INTERFUND CHARGES MAR, APR	5/31/2024			
405317,	**NET PAYROLL TRANSFER May**	**5/31/2024**			**1,432,606.56**
GNI 405316,	Payroll Import MAY 24	5/31/2024	(3,969.97)		
	TOTALS		(4,203.30)	5,095,373.08	1,432,606.56

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax and Local Marketing Tax April 2024

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see reports attached.

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 6/11/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 6/18/2024

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567									69,760,020
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049									50,222,450
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035									27,922,477
Marble	123,756	56,991	83,491	40,812									305,050
Pitkin	89,194	50,628	59,135	115,088									314,045
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778									68,532,417
TOTAL TAXABLE SALES	57,236,655	60,109,302	61,487,173	38,223,329	0	0	0	0	0	0	0	0	217,056,459
Computed 1% Sales Tax	**572,366.55**	**601,093.02**	**614,871.73**	**382,233.29**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,170,565**
% Incr(Decr) of 2024 over 2023	**2.66%**	**2.83%**	**-6.31%**	**-2.06%**									

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	86,056,769	78,695,446	69,146,416	52,318,908	47,353,385	63,647,023	725,472,631
Computed 1% Sales Tax	**557,560.70**	**584,548.81**	**656,303.49**	**390,267.74**	**452,609.91**	**641,256.19**	**860,567.69**	**786,954.46**	**691,464.16**	**523,189.08**	**473,533.85**	**636,470.23**	**7,254,726**
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**	**3.44%**	**-0.66%**	**1.04%**	**-5.60%**	**11.60%**	**4.70%**	**4.91%**	**2.39%**	**4.03%**	**2.47%**	**3.98%**

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2022

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**
% 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%**

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

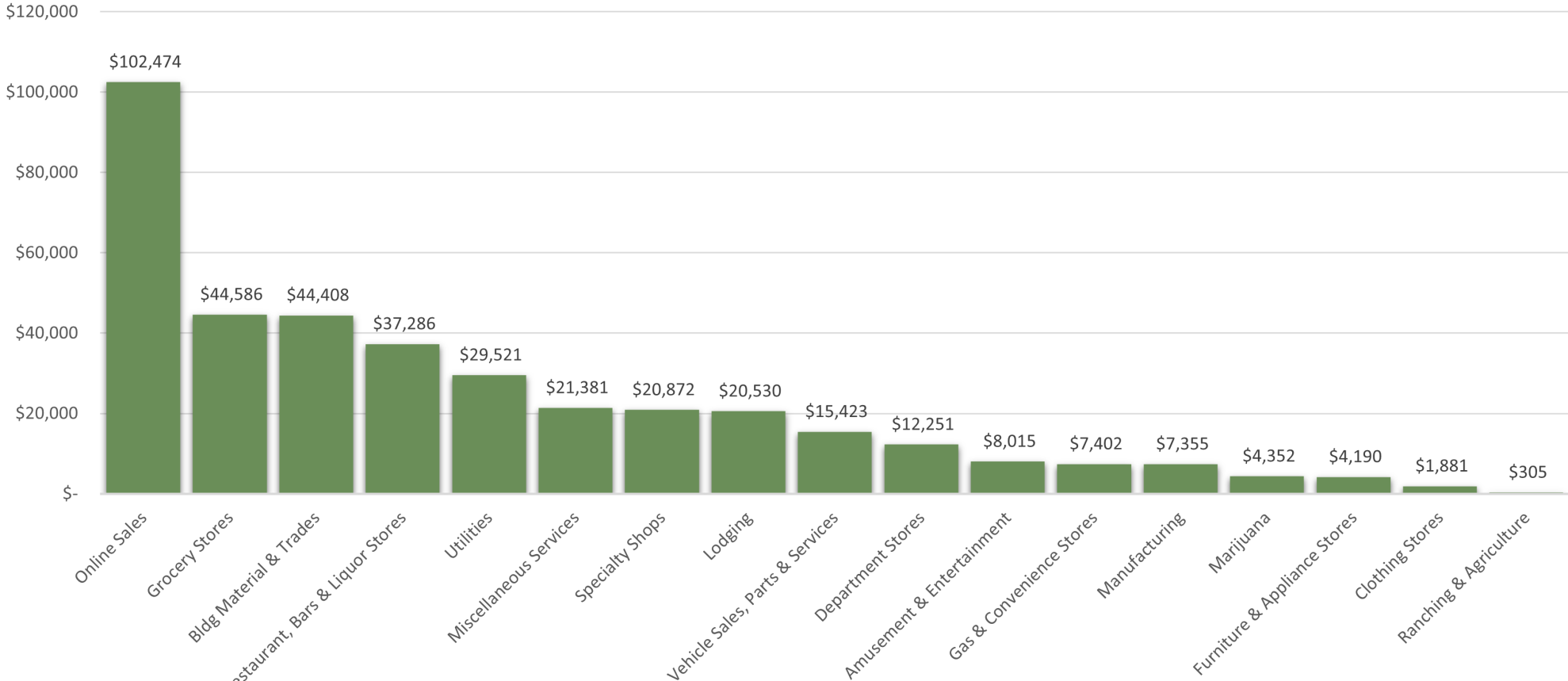
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2024	Current Month TOTAL															
	COUNTY REVENUE	$ 345,783.95	$ 363,893.06	$ 372,802.83	$ 242,892.53									$ 1,325,372.38	$ 1,325,372.38	$ 4,207,000.00
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%										2.20%	31.50%
2023	Current Month TOTAL															
	COUNTY REVENUE	$ 324,932.02	$ 340,143.76	$ 389,749.07	$ 241,988.60	$ 280,293.83	$ 399,947.07	$ 530,431.82	$ 497,880.38	$ 454,006.77	$ 334,330.53	$ 303,664.28	$ 398,618.76	$ 4,495,986.86	$ 1,296,813.44	$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		9.67%	32.91%
2022	Current Month TOTAL															
	COUNTY REVENUE	$ 292,877.63	$ 297,416.68	$ 362,082.96	$ 230,106.96	$ 269,739.85	$ 424,310.00	$ 465,675.27	$ 452,474.33	$ 406,304.46	$ 319,127.94	$ 284,705.38	$ 378,279.99	$ 4,183,101.45	$ 1,182,484.23	$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		20.53%	34.71%
2021	Current Month TOTAL															
	COUNTY REVENUE	$ 233,764.43	$ 257,877.27	$ 290,061.24	$ 199,331.52	$ 232,967.59	$ 360,365.64	$ 410,033.18	$ 364,717.53	$ 372,329.35	$ 273,280.66	$ 250,647.04	$ 326,388.65	$ 3,571,764.10	$ 981,034.46	$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		32.62%	28.80%
2020	Current Month TOTAL															
	COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 739,749.86	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.70%	31.28%
2019	Current Month TOTAL															
	COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 644,922.86	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.28%	30.56%
2018	Current Month TOTAL															
	COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 595,625.11	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		6.71%	30.96%
2017	Current Month TOTAL															
	COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 558,158.91	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		1.49%	30.36%
2016	Current Month TOTAL															
	COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 549,986.48	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		12.59%	29.92%
2015	Current Month TOTAL															
	COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 488,504.21	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		11.44%	30.72%
2014	Current Month TOTAL															
	COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 438,353.77	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		3.64%	29.78%
2013	Current Month TOTAL															
	COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 422,950.45	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.34%	29.67%
2012	Current Month TOTAL															
	COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 397,735.11	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		2.42%	29.92%
2011	Current Month TOTAL															
	COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 388,329.30	$ 1,314,611.00



	ONLINE SALES	OTHER	REST/BARS/ LIQ	LODGING	GROCERY STORE	BLDG MATERIAL	UTILITIES	SPECIALTY SHOP	VEHICLE SALES	DEPT STORES	CLOTHING STORES	MARIJUANA	FURNITURE /APPL
2024	422,206	361,248	274,371	252,243	234,157	182,918	154,108	96,402	73,475	50,680	25,933	23,347	19,478
2023	304,157	409,248	272,769	253,612	229,140	193,764	193,332	125,398	78,441	48,319	28,435	25,659	26,406

Taxes By Industry

April 2024



GUNNISON COUNTY

Taxes by Industry and Jurisdiction

April 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	0.69	1,522.21	5,327.46	0.46	785.80	1.31	-	1.51	-	375.68	0.23	-	**8,015.35**
Bldg Material & Trades	-	12,617.39	22,108.53	-	1,046.31	1.53	-	169.36	-	8,093.48	370.98	-	**44,407.58**
Clothing Stores	-	726.28	912.79	6.08	228.75	-	-	0.94	-	6.59	-	-	**1,881.43**
Department Stores	2.63	-	12,248.39	-	-	-	-	-	-	0.46	-	-	**12,251.48**
Furniture & Appliance Stores	-	1,642.21	1,154.42	22.98	79.44	-	-	0.30	-	1,226.83	64.11	-	**4,190.29**
Grocery Stores	-	6,895.97	37,512.97	-	5.71	-	-	-	-	171.76	-	-	**44,586.41**
Lodging	1,361.35	3,322.06	3,188.70	91.15	7,569.01	31.80	-	25.54	22.88	4,917.20	0.54	-	**20,530.23**
Manufacturing	57.62	898.41	2,142.18	0.22	1.00	5.89	-	-	-	1,142.93	3,106.84	-	**7,355.09**
Marijuana	-	1,264.60	3,087.58	-	-	-	-	-	-	-	-	-	**4,352.18**
Miscellaneous Services	0.14	4,227.21	8,674.76	34.48	1,439.68	3.75	-	54.18	-	5,532.09	1,414.23	-	**21,380.52**
Online Sales	-	-	-	-	-	-	-	-	-	102,474.22	-	-	**102,474.22**
Ranching & Agriculture	-	261.15	36.07	-	-	-	-	-	-	8.10	-	-	**305.32**
Specialty Shops	-	2,976.17	11,290.75	1.27	214.47	0.99	0.48	643.40	-	5,481.17	245.08	18.07	**20,871.85**
Utilities	1,683.69	4,391.29	6,013.30	164.88	5,317.67	101.56	2.38	200.98	0.01	11,494.83	150.48	-	**29,521.07**
Vehicle Sales, Parts & Services	-	829.33	10,860.58	85.75	17.23	-	-	54.67	-	3,483.57	91.57	-	**15,422.70**
Restaurant, Bars & Liquor Stores	-	11,575.08	24,575.17	0.85	695.28	-	-	-	-	439.17	-	-	**37,285.55**
Gas & Convenience Stores	6.04	501.13	5,652.02	-	-	-	-	-	-	329.65	913.18	-	**7,402.02**
Grand Total	**3,112.16**	**53,650.49**	**154,785.67**	**408.12**	**17,400.35**	**146.83**	**2.86**	**1,150.88**	**22.89**	**145,177.73**	**6,357.24**	**18.07**	**382,233.29**

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00										
Marble Only Collections	*233.00*	*495.00*	*1,071.00*	*378.00*										
Non Marble Collections	*301,990.00*	*459,186.85*	*482,809.95*	*93,104.00*										
Interest Credit	98.00	339.00	2.00	34.00										
Program Cost	454.95	818.84	664.34	608.05										
Current Total Distribution	$ 302,775.95	$ 460,839.69	$ 484,547.29	$ 94,124.05	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,342,286.98	$ 1,342,286.98
% Change over previous year (cumulative)	*-5.02%*	*40.64%*	*11.88%*	*-2.64%*										
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	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 1,176,225.08
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*	-1.38%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
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	$ 1,334,749.35
% 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%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
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	$ 1,076,348.63
% 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%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
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	$ 670,277.74
% 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%	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
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	$ 670,684.12
% 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%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 587,453.28
% 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	$ 598,947.55
% 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%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 587,500.73
% 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%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 473,471.74
% 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%	

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/12/2024

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

Agenda Date: 6/18/2024

Revised April 2015

TREASURER'S MONTHLY REPORT FOR MAY 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	10,579,464.04	2,366,062.13	(1,072,178.52)	11,873,347.65
Due from Tre-Road & Bridge	3,177,627.89	56,163.02	(129.25)	3,233,661.66
Due from Tre-Human Services	871,454.56	180,442.07	(838.64)	1,051,057.99
Due from Tre-Public Health Agency	15,011.23	85,368.04	(180.56)	100,198.71
Due from Tre-Conservation Trust	265,803.34	725.38	(439.37)	266,089.35
Due from Tre-Bond Fund	453,757.65	95.55	(418,802.11)	35,051.09
Due from Tre-Airport	210,085.02	174,553.03	(1,812.72)	382,825.33
Due from Tre-Sales Tax	3,358,331.21	917,563.66	(172.74)	4,275,722.13
Due from Tre-Land Preservation	1,516,904.68	150,483.34	-	1,667,388.02
Due from Tre-Mosquito	64,577.61	3,646.63	(16,048.67)	52,175.57
Due from Tre-Sage Grouse	284,293.92	32,093.15	-	316,387.07
Due from Tre-Risk Management	12,912.02	27,194.14	(6,414.57)	33,691.59
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	532,179.82	9,276.51	(25,145.00)	516,311.33
Due from Tre-Sewer	1,399,977.61	194,388.43	(83,318.06)	1,511,047.98
Due from Tre-Water	749,201.88	2,205.11	(21,012.18)	730,394.81
Due from Tre-Solid Waste	329,851.66	183,054.20	(250,015.22)	262,890.64
Due from Tre-Housing Authority	4,073,645.34	57,799.60	(1,924,037.60)	2,207,407.34
Due from Tre-Gunn Sr Housing	196,891.78	30,149.28	(9,467.29)	217,573.77
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	128,216.86	20.73	(120,631.88)	7,605.71
Due from Tre-Internal Service II	223,476.52	484.64	(46,181.80)	177,779.36
Due from Tre-Insurance Trust	2,159,751.91	138,920.24	-	2,298,672.15
Due from Tre-Local Marketing District	1,847,333.53	682,253.71	-	2,529,587.24
Due from Tre-Rural Trans Auth	5,080,460.59	165,542.74	(52.99)	5,245,950.34
Due from Tre-Public Trustee Agency	27,896.31	-	(4,203.30)	23,693.01
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	-	125.00	(125.00)	-
Due from Tre-Treas Fees	-	139,488.05	(139,488.05)	-
Due from Tre-Health Claims	414,655.00	81,242.16	(353,884.51)	142,012.65
Due from Tre-Landfill Closure	1,263,927.41	23,474.33	-	1,287,401.74
Due from Tre-Landfill Cons Resv	1,572,599.08	80,750.88	-	1,653,349.96
Due from Tre-Payroll Clearing	1,149,292.77	1,432,606.56	(1,432,606.56)	1,149,292.77
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,921.12	38.05	-	13,959.17
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,554,352.12	5,095,373.08	(4,841,403.65)	1,808,321.55
Due from Tre-Finance Revenue Clearing	2,809,060.23	2,597,123.23	(5,282,886.26)	123,297.20
Due from Tre-Water Resource	48,874.08	133.60	-	49,007.68
Due from Tre-Workforce Impact Fees	391,492.15	1,070.16	-	392,562.31
Due from Tre-Living Community	283,927.18	59,502.82	(285,935.32)	57,494.68
COUNTY FUNDS TOTAL	47,657,105.01	14,969,413.25	(16,337,411.82)	46,289,106.44
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	88,442.06	117,905.28	(92,079.76)	114,267.58
Due from Tre-Crested Butte Street/Alley	349,333.33	109,659.66	(357,447.15)	101,545.84
Due from Tre-Gunnison City General	143,608.27	70,227.40	(144,948.58)	68,887.09
Due from Tre-Marble General	5,897.68	6,288.76	(6,019.45)	6,166.99
Due from Tre-Mt Crested Butte General	485,014.39	214,748.84	(496,791.37)	202,971.86
Due from Tre-Pitkin General	9,439.28	4,013.17	(9,527.21)	3,925.24
CITIES AND TOWNS TOTAL	1,081,735.01	522,843.11	(1,106,813.52)	497,764.60
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	4,884,221.82	1,250,985.78	(5,751,931.48)	383,276.12
Due from Tre-Gunn RE1J Bond	2,488,911.11	571,702.57	(2,936,787.61)	123,826.07
Due from Tre-Delta 50J General	734,810.50	20,486.87	(745,728.28)	9,569.09
Due from Tre-Delta 50J Bond	111,433.10	1,734.44	(113,100.46)	67.08
Due from Tre-Montrose RE1J General	65,311.70	7,397.07	(71,100.13)	1,608.64
Due from Tre-Montrose RE1J Bond	6,254.20	616.72	(6,813.72)	57.20
Due from Tre-Reij 2014 Mill Override	659,803.09	152,436.72	(779,413.90)	32,825.91

SCHOOLS TOTAL	8,950,745.52	2,005,360.17	(10,404,875.58)	551,230.11
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	92,302.05	41,814.95	(93,534.34)	40,582.66
Due From Tre-Gunn Rising #3	638.99	2.92	(638.99)	2.92
Due From Tre-Gunn Rising #4	504.23	2.27	(504.23)	2.27
Due from Tre-CO River Water CD	153,604.94	61,864.43	(156,375.28)	59,094.09
Due from Tre-Reserve MD2	46,156.37	26,143.30	(46,829.29)	25,470.38
Due from Tre-Mt Crested Butte DDA	434,124.88	43,333.07	(437,050.27)	40,407.68
Due from Tre-Bostwick Park Water CD	977.63	518.02	(992.65)	503.00
Due from Tre-Crawford Water CD	23.55	0.90	(23.55)	0.90
Due from Tre-Crested Butte South MD	74,607.23	73,898.54	(102,799.43)	45,706.34
Due from Tre-Mt CB Water/San	296,303.88	168,342.76	(305,288.94)	159,357.70
Due from Tre-East River Regional SD	28,030.76	14,375.22	(28,648.14)	13,757.84
Due from Tre-Cemetery	69,025.04	29,477.07	(69,978.51)	28,523.60
Due from Tre-Gunn Co Metro Rec Dist	271,022.96	117,988.29	(276,390.71)	112,620.54
Due from Tre-N Fork Water CD	11,830.72	341.05	(11,835.64)	336.13
Due from Tre-Skyland MD	238,897.82	70,709.61	(243,329.14)	66,278.29
Due from Tre-Upper Gunn Water CD	518,334.43	225,767.35	(527,734.79)	216,366.99
Due from Tre-Crested Butte Fire PD	1,356,022.09	710,307.83	(1,391,090.37)	675,239.55
Due from Tre-Gunn Co Fire PD	294,436.84	173,605.68	(300,103.85)	167,938.67
Due from Tre-Carbondale & Rural Fire PD	80,641.28	37,152.37	(81,717.87)	36,075.78
Due from Tre-Ragged Mt Fire PD	44,083.10	8,341.86	(44,246.53)	8,178.43
Due from Tre-Arrowhead Fire PD	18,452.12	20,472.12	(26,809.34)	12,114.90
Due From Tre-Library General Fund	665,924.90	255,431.62	(677,341.89)	244,014.63
Due From Tre-Reserve MD#2 BOND 2016A	131,996.35	49,911.93	(133,416.51)	48,491.77
Due From Tre-North Fork Ambulance Health Service Di	152,803.82	21,635.35	(153,232.52)	21,206.65
Due From Tre-Reserve MD #2 BOND 2016B	18,015.27	6,787.68	(18,209.60)	6,593.35
Due From Tre-Reserve MD #2 BOND 2016C	16,003.38	6,029.79	(16,176.02)	5,857.15
Due From Tre-Crested Butte Fire PD Bond	428,786.56	115,477.23	(437,541.70)	106,722.09
Due From Tre-Gunn Co Metro Rec North	347,201.70	146,277.38	(353,312.82)	140,166.26
IMPROVEMENT DISTRICTS TOTAL	5,790,752.89	2,426,010.59	(5,935,152.92)	2,281,610.56
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	538,088.25	623,716.38	(615,307.43)	546,497.20
Due from Tre-Clerk Sales Tax	(143.75)	63,309.73	(63,165.98)	-
Due from Tre-SOT	(1,521.20)	324,474.74	(324,474.74)	(1,521.20)
Due from Tre-State Auto	-	254,382.25	(254,382.25)	-
Due from Tre-Clerk ST Domestic Abuse	-	120.00	(120.00)	-
Due from Tre-Clerk State Registrar	-	18.00	-	18.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	582.00	(582.00)	-
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	-	138,830.08	(138,830.08)	-
Due from Tre-Treas Deed	1,914.51	1,070.15	(1,096.79)	1,887.87
Due from Tre-Unused Remittances	2,220,564.81	537,337.71	(2,220,314.28)	537,588.24
Due from Tre-Elected Official Fees Clrg	9,919.23	46,596.11	(44,591.18)	11,924.16
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	2,840,267.47	1,990,437.15	(3,662,864.73)	1,167,839.89
GRAND TOTALS	**66,320,605.90**	**21,914,064.27**	**(37,447,118.57)**	**50,787,551.60**

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 May 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
31-May-24

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	82,013.81			Cash	N/A
BMO	1101	557,059.77	0.00%		Chkg	N/A
BMO CC	1103	436,008.53	0.00%		Chkg	N/A
BMO MM	1104	3,163,248.03	3.75%		MMA	Mo
BMO Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	1,116,704.32	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	1,865,041.66	0.00%		Chkg	Mo
Colotrust Plus	1118	1,594,393.18	5.43%		Pool	Mo
C-Safe	1121	2,600,704.15	5.48%		Pool	Mo
Community Banks of Colorado MM	1320	357,955.95	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	1,868.06	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		11,972,877.53		23.57%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express AD582	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 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
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
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
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Community Bank 5908	1202	256,004.26	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	248,390.69	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 1715	1159	245,000.00	4.89%		CD	Annually/ Mat 12/22/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EP6X8	1494	500,000.00	5.37%		AG	SA/Mat 4/2/29 5 yrs callable
FFCB EPU29	1492	500,000.00	5.44%		AG	SA/MAT 1/9/29 5 yrs callabel
FFCE EPYE96	1157	500,000.00	5.93%		AG	SA/Mat 10/11/28 5 yrs callable
FFCB ERCW9	1495	500,000.00	5.63%		AG	SA/Mat 4/30/29 5 yrs callable
FFCB EMJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB ENN89	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB ENV23	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FFCB EPJ309	1491	250,000.00	5.38%		AG	SA/Mat 12/6/27 4 yrs callable
FFCB ERFL0	1497	500,000.00	5.52%		AG	SA/Mat 5/29/29 5 yr callable
FHLB AUN59	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB 1AC1	1496	600,088.33	5.30%		AG	SA/Mat 5/1/29 5 yr callable
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 AMTZ5	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 AR6F3	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 AXXH6	1154	550,000.00	5.00%		AG	SA/Mat 12/6/28 5 yrscallable
FHLB ATBS5	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 AKWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB ALA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB ALM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB ALMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB APH40	1226	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB APLK9	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLBB AQ5F6	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLBB AQFB4	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB AR7M7	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB ASGP8	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB AUUA0	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB AUWR1	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB AUZU1	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 5 yrs callable
FHLB AVK50	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB AVKD3	1176	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB AVLU4	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB AVQF2	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLBB AW5X4	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB ALW67	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB AX5W4	1160	300,000.00	5.70%		AG	SA/ Mat 9/18/28 5 yrs Callable
FHLB AXHF8	1156	500,000.00	6.05%		AG	SA/Mat 10/26/28 5 yrs callable
FHLMC H1LB7	1490	500,291.67	5.25%		AG	SA/Mat 12/4/28 5 yrs callable
FHLMC GX2D5	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FAMC 2B3F5	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 GXZT4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT77	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW2	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX7	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC H1RN5	1493	250,473.96	5.25%		AG	SA/Mat 2/7/29 5 yrs callable
FHLMC GXAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC GXXR0	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC GXYD0	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC GYBP2	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC GYQL9	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC GYZ35	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	266,690.08	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	228,909.30	4.91%		CD	A/Mat 9/21/24 - 7 mo
JP Morgan UNC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Morgan Stanley RRBB	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley NA	1488	243,000.00	5.05%		CD	SA/ Mat 11/8/28 5 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	246,046.06	5.12%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	M/Mat 12/15/24 13months
Synovus Bank DVD91	1195					matured
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	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					matured
Western States Bank	1309	517,545.38	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		38,816,761.23		76.43%		
Cash per Treasurer's Ledger		50,789,638.76		100.00%		
Plus Pending Disbursements		(2,087.16)				
Total Due to All Funds		50,787,551.60				

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for June 18, 2024
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

10:10 am

- Call to Order; Agenda Review

- Minutes Approval
  1. April 16, 2024

- Program Updates:
  1. Child Welfare Services
  2. Adult Protection Services
  3. Community Service Block Grant (CSBG) Program

- Next Meeting: August 20, 2024

10:50 am

- Colorado Department of Human Services; C-Stat Awards Presentation

11:10 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios prior to the meeting.

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT Human Services Minutes; 4/16/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT Human Services Minutes; 4/16/2024

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

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

Agenda Date: 6/18/2024

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
April 16, 2024

The April 16, 2024 meeting of the Gunnison/Hinsdale Board of Human Services 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	Joni Reynolds, Assistant County Manager (ACM)
Greg Levine, Commissioner (Hinsdale County)	Matthew Birnie, County Manager
Elizabeth Smith, Commissioner	Holly Perry, Clerk to the Board
Laura Puckett Daniels, Commissioner	Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:07 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes from August 15, 2023, October 17, 2023, November 7, 2023, and December 19, 2023. Motion carried unanimously.

1. August 15, 2023
2. October 17, 2023
3. November 7, 2023
4. December 19, 2023

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

1. Memorandum of Understanding; Colorado Department of Human Services; Colorado Works Program; Gunnison/Hinsdale Board of Human Services; 7/1/2022 to 6/30/2025

FINANCIAL UPDATE:

1. Gunnison/Hinsdale Department of Health & Human Services Financial Report; 12/31/2023 – ACM Reynolds presented the 2023 year-end financial report. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the financial report with a period ending 12/31/2023 and authorize the Chair's signature. Motion carried unanimously.

PROGRAM UPDATES:

1. Early Childhood Services and Local Coordinating Organizations (LCO)/Universal Pre-K (UPK) – CHM Wacker stated that the strategic plan will lead efforts in the valley to stabilize and increase early childhood education. ECSS Athey noted 115 families applied for UPK this year so far and are expecting at least 20 to 30 more families to apply by the beginning of May.
    - Increasing number of licensed family childcare homes – Gunnison Valley now has its first licensed Spanish speaking daycare open with Paula Tapia. CHM Wacker stated this was a huge accomplishment that took three years of work that involved outreach and connecting Paula to everything she needed.
    - Sick leave program – ECSS Athey explained that this program is limited to $1,000 per teacher per year for sick leave and they have supported 84 teachers since August 2020. A large portion of the funding has come through multiple grants.
    - Early childhood educator credential stipend program – This year there have been 32 teachers that have applied, and they are expecting 20 to 25 more applications. The stipends range from $100 to $800 depending on the teacher's credentials.
    - Early childhood food boxes for teachers – With partnership with Mountain Roots, 80 teachers were given food boxes monthly, and 686 food boxes were delivered from October 2022 to June 2023 with 200+ boxes being delivered September 2023 to December 2023. The boxes delivered from September to December 2023 were fully funded through Mountain Roots Food Project. The program is currently on hold pending new funding.
    - Family, Friend, Neighbor Caregiver Support – ECSS Athey stated that they received a 3 year grant from Colorado Health Foundation that ended 9/15/23, but have since received an additional 2 years of funding of $18,900 annually to continue work through 2025. She noted there are 6 licensed childcare homes in the county right now. A licensed childcare home can serve up to 6 children during the day and 2 after school, with no more than 2 children under 2 years of age. The County does not have any UPK home providers.
    - Workforce retention – ECSS Athey reported that there was a 26.2% increase of teachers that expected to stay in the Early Childhood Education field for the next 5 years and 23% increase they would stay with their current employer for the next 2 years. Commissioner Puckett Daniels asked if they could research what circumstances are helping to keep teachers.

DRAFT

LEGISLATIVE UPDATES:

1. Current Status on Key Bills –
   - Senate Bill 191 – ACM Reynolds explains this bill was reviewed by CCI last Friday and it intends to solidify the safety when adolescents leave their home to live elsewhere due to conflict or issues in their family. She stated Human Service Directors are concerned with this bill causing more problems than solutions.
   - Senate bill 200 – ACM Reynolds noted this bill looks at the child welfare system and the disproportional impacts (demographics). Commissioner Puckett Daniels asked for clarification that this bill is to check if people are using their authority more on families with particular backgrounds and ACM Reynolds responded that was part of the concern.
   - Interim Committees – ACM Reynolds stated there are 7 letters for Intersession Legislative Committees that have been submitted. A couple letters are directly around child welfare and the Colorado Benefit Management System. She commented that there is a strong interest from CCI and others to fix the State IT systems. ACM Reynolds then stated there is a letter for the Indian Child Welfare Act that would have direct connection to child welfare as well as a letter for mental health services for individuals who are incarcerated or in jail.
   - Child Welfare Allocation Committee (CWAC) – ACM Reynolds reported that this committee determines the funding for child welfare services for the county, and they determine it from one source. The State conducted a study for child welfare funding. The results of the study came in with a new proposal on how the funding should be allocated and there is quite a bit of controversy between the old way and the new way that have significant impacts on the funding allocation. She commented that the new formula looks at different factors and moves in positive direction, but there is a campaign on staying with the old and looking at flaws in the new version. Commissioner Smith stated the new program takes in the actual costs and prevention whereas it's not calculated in the old formulas. Commissioner Smith also found it disappointing that the proof for why they want to stay with the old program is not there. ACM Reynolds praised Commissioner Smith for her work with CWAC and that they would not have had the correct information if she did not advocate.

NEXT MEETING: The next meeting was scheduled for June 18, 2024.

ADJOURN: Commissioner Houck adjourned the meeting at 10:04 am

Minutes Prepared By:

_____
Holly Perry, Clerk to the Board

Minutes Approved (insert date):

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison/Hinsdale Human Services Meeting

Action Requested:

Parties to the Agreement:

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

Summary:

Gunnison/Hinsdale Human Services Meeting

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 60

Agenda Date: 6/18/2024

Revised April 2015

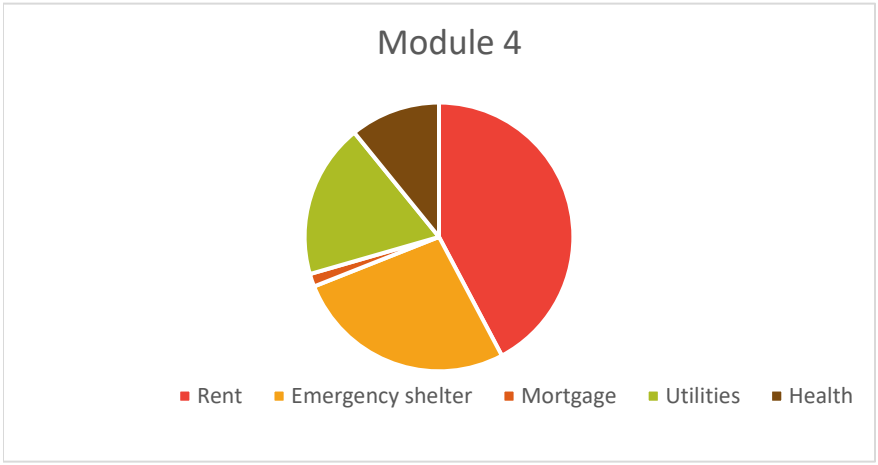


2023 HUMAN SERVICES GUNNISON/HINSDALE BOARD

COMMUITY SERVICE BLOCK GRANT(CSBG)

PROVIDES EMERGENCY SHELTER, RENT, MORTGAGE, UTILITY ASSISTANCE, MEDICAL AND BEHAVIORAL HEALTH CARE

- 114 Households
- 242 Individuals
- 80% of households surveyed reported assistance allowed them to stay in their own home
- 15% moved to more affordable housing within the community



- 5% moved out of the community
- New board members in 2023: Diego LaPlata

Adult Protective Services

- 63 Referrals
- 19 Cases
- Team Staffing
- 95% of cases were not reopened in the same year
- Caretaker neglect, self- neglect, financial exploitation
- Gaps
- Upcoming changes: Bylaws, opportunity for DR, assessment changes

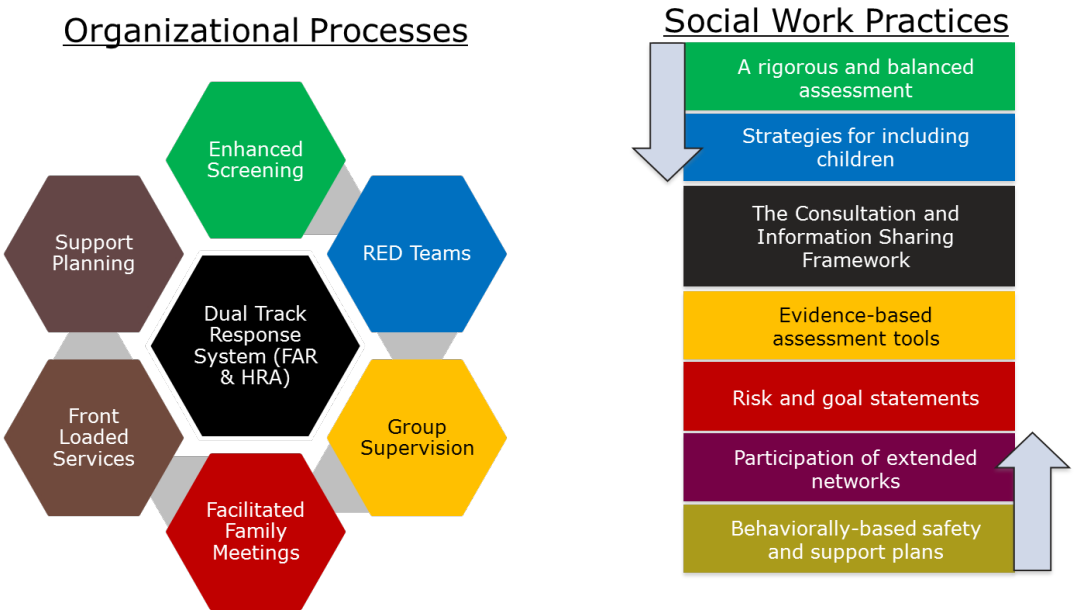
CSBG 2023 Highlights

- Collaboration with MCRT
- Continued integration of funding sources

Differential Response Program

Differential response (DR) is the overarching paradigm shift in counties to assess children for safety through partnering with families, community partners, and facilitate sustainable behavioral change within a family. There are seven organizational processes and seven social work practices contained within the DR (See model below).

Within DR a multi-track assessment approach can be used. One track called Family Assessment Response (FAR) for low to moderate risk referrals can be offered as an alternative to the traditional investigative approach, High Risk Assessment (HRA). These tracks are only for accepted reports of child abuse and neglect by counties who have completed the required training and have been approved by the State. FAR may be utilized to assess child safety by focusing on the environmental context and broader issues of family well-being, along with the incident of abuse or neglect, through the solution focused family centered practice supported by DR. The labels of perpetrator and victim are removed and the determination, or finding, that is often required by statute is not required in DR.



DR provides more options to counties without removing any aspects of current practice. A rigorous and balanced assessment of concerns and strengths of each family will need to be assessed in all accepted referrals. Case workers will still focus on what occurred and the impact on the child using the Colorado safety and risk assessments and follow all timelines and policies in Volume 7 and C.R.S. title 19. Accepted referrals with initial high risk will continue to be assessed the same way as always and findings will still be made on all HRA referrals. If at any time the safety of a child becomes untenable to maintain in a FAR case it can be track changed to an HRA assessment/case. Court involvement can be utilized at any time it is appropriate via this same track change process. DR does not limit the authority of a caseworker to provide safety for a child whether it be partnering with law enforcement, the judicial system, or community partners.

DR has been designed to be more flexible in responding to child abuse and neglect reports, recognizing that an adversarial focus is neither needed nor helpful for all cases, understanding the family issues which lie beneath maltreatment reports, and engage parents effectively to utilize services that address their specific behavioral needs. Preliminary research has shown an increase in caseworker satisfaction, an increase in family engagement and an increase in community partner satisfaction with DR. DR does not limit or remove any current case work practices, only adds flexibility to match the needs of the family and ensure safety of the child.

Summary of the research results:

- FAR and HRA assessments manages safety of the children equally as well.
- There appears to be lower recidivism if a family's first interaction with child protection is a FAR assessment.
- Families who had a FAR assessment reported being more engaged with child protection as compared to families receiving an HRA assessment.
- Caseworkers reported FAR families were more likely to have material needs and mental health needs met than were HRA families.
- FAR families were more likely to rate satisfaction with their caseworker as high.
- Caseworkers reported FAR families were more likely to show improvement in cooperation, receptivity to help, engagement, and a reduction in difficult behaviors.

About Family First

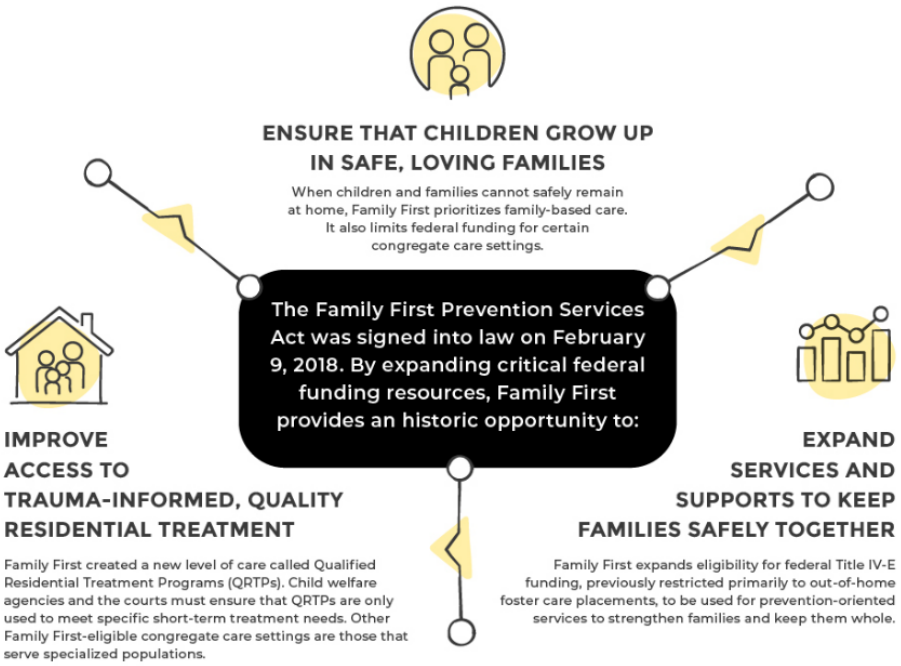
The Family First Prevention Services Act (Family First), passed in 2018, is the most significant change to child welfare policy in decades. Colorado has embraced Family First because the changes ushered in by the law aligned with changes already underway in our communities.

Family First is grounded in research that shows that growing up in a family is the best possible environment for all youth, especially those who have experienced abuse or neglect. For the first time, federal funding can be accessed for prevention services that help kids thrive.

In Colorado, Family First provides the opportunity to:

- Reshape child welfare and provide more proactive services, so more children and youth can grow up with their families.
- Partner with community-based service providers to respond to the individual needs of children, youth, and families.
- Provide treatment in a setting designed to provide a higher level of care.

Family First is one piece of a broader Colorado vision to evolve the child welfare system to serve children, youth, and families together.



70%

Percentage of children, youth and families Colorado caseworkers are able to serve

Colorado has made tremendous strides over the past decade to support child and family well-being and to keep families safely together.

In 2022, Colorado saw the lowest number of out-of-home placements in its history,

3519

total children and youth in out-of-home care

down from 4,730 in December 2012

244

total children place in congregate care

down from 1,163 in December 2012

These statistics reflect the countless hours of hard work on the part of county departments of human/social services to keep kids safely at home, and to ensure that — when out-of-home placement is necessary — children and youth are placed at the lowest level of care that can successfully support any treatment needs.

less than 3%

Percentage of the time in approximately 35,000 assessments of maltreatment per year when out-of-home removals are ordered.



Child Welfare Placement Continuum

Family First is aligned with the progress Colorado is already making to reduce the use of out-of-home placements for children and youth involved in the child welfare system. Children and youth should, whenever possible, be placed in the home with family and/or kin with access to in-home services that prevent out-of-home placement. Only when out-of-home placement is the most appropriate option, children and youth whenever possible, should be placed: in their communities, in culturally-reflective homes, in the most family-like settings, in treatment-focused settings when appropriate, and always in the least restrictive placement setting.

What County Directors Need to Know

RESPONSIVE TO THE NEEDS OF CHILDREN, YOUTH AND FAMILIES

ROBUST COMMUNITY-BASED WRAP-AROUND SERVICES AT EVERY LEVEL

IN-HOME	FAMILY-LIKE SETTINGS	SPECIALIZED GROUP SETTINGS	SHORT-TERM STABILIZATION	TREATMENT-FOCUSED SETTINGS
Community-based, prevention-focused services aimed at keeping families together Services include mental health, substance abuse prevention and treatment, and parent skill-based	Kin (non-certified) Traditional foster homes Therapeutic foster homes Treatment foster homes	Supervised independent living settings Residential care and support services to survivors or those at risk of sex trafficking Settings providing prenatal, postpartum or parenting supports	Assessment and stabilization Respite, foster Respite, transitioning from facility	Qualified Residential Treatment Programs (QRTPs) Psychiatric Residential Treatment Facilities (PRTFs) Division of Youth Services facilities

CONTINUUM OF CARE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health Meeting

Action Requested:

Parties to the Agreement:

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

Summary:

Board of Health

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

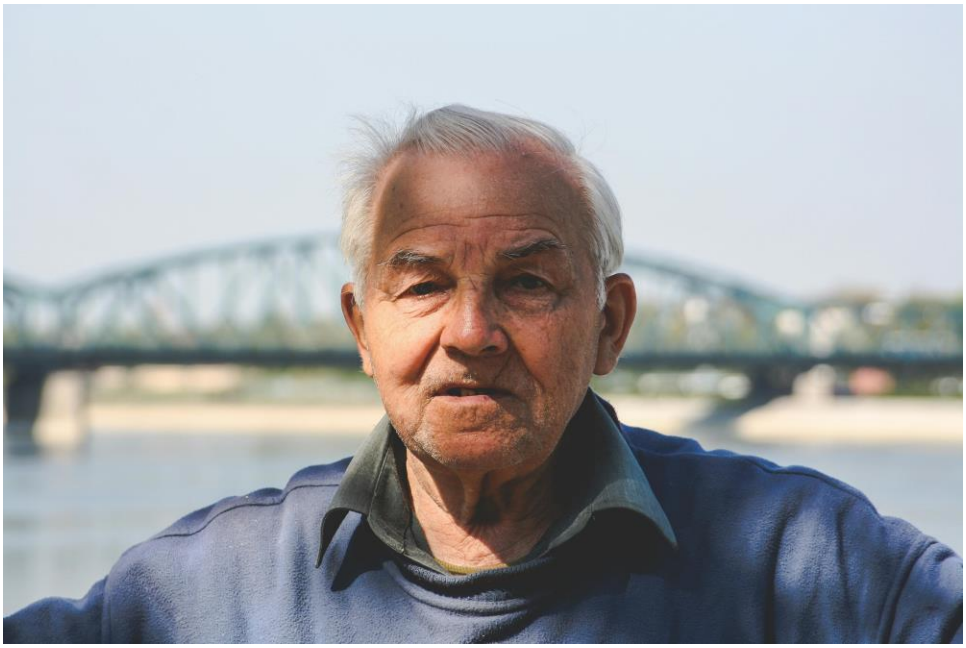
Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 6/18/2024

Revised April 2015



2023: CONSUMER PROTECTION & SENIOR RESOURCES

SENIOR RESOURCES

Provides community and health service navigation to adults with disabilities and older adults

- 88% of older adults served are able to stay in their home longer
- 5441 contacts with targeted older adults
- Staffing
- Programs
    - Low Income Senior Dental Program
    - Moms Meals
    - Consumer Direct
    - Care coordination
    - Long Term Care Medicaid
    - Material aid (dental, hearing)
    - Resource navigation
    - Information, Assistance and Referrals

Gaps: In home services, private pay providers, supervision, day support

Consumer Protection

- Over 155 inspections completed
- Standardization
- Voluntary National Retail Food Program Standards
- Standard 1: Food Code
- Standard 2: Standardization
- Standard 5: Food born illness
- Standard 7: Outreach
- Standard 9 Risk Assessment

2023 Highlights

Continued growth of expertise with staff retention

Funding blending to enhance services