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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, December 19, 2023**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL MARKETING DISTRICT MEETING:

8:30 am

- Call to Order
- Professional Services Agreement; Tourism and Prosperity Partnership; 1/1/2024 thru 12/31/2024; $2,973,600
- Resolution; Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2023 and Amending the Appropriation Resolution
- Adjourn the Gunnison County Local Marketing District Meeting

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:31 am

- Call to Order
- Resolution; Amending the Gunnison County Housing Authority Budget for Fiscal Year 2023 and Amending the Appropriation Resolution
- Adjourn the Gunnison County Local Marketing District Meeting

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:32 am

- Call to Order
- Alcohol Beverage License #03-15949; The Wooden Spoon, LLC, dba The Wooden Spoon, 228 Elcho Avenue, Crested Butte, CO 81224; 3/7/2024 thru 3/7/2025
- Adjourn the Gunnison County Local Liquor Licensing Authority Meeting

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:33 am

- Call to Order; Agenda Review
- Minutes Approval:
    1. August 15, 2023 Regular Meeting
    2. August 22, 2023 Special Meeting
    3. December 5, 2023 Regular Meeting
    4. December 12, 2023 Special 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.

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.*

1. Acknowledgment of County Manager Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2024 thru 12/31/2024
2. Acknowledgment of County Manager Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2024 thru 12/31/2024
3. Agreement for Consulting Services; Gunnison Conservation District; Gunnison Sage-grouse Land Use Permit Application Review Process and Gunnison Basin Sage-grouse Strategic Committee Administration; 1/1/2024 thru 12/31/2024; Up to $12,000
4. Third Amended and Restated Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority
5. Landscaping Improvements Agreement for Landscaping and Vegetation Plan of Rask Dietrich, 20143 Hwy 135
6. Amendment No. 6 to Community Integration Agreement MR264815; Rocky Mountain Health Maintenance Organization, Inc.
7. Parent Possible TGYS-PAT Site Contract; 7/1/2023 thru 6/30/2024; Up to $27,500
8. State of Colorado Intergovernmental Grant Agreement for SLFRF; Agreement Number 2024*3032; 12/1/2023 thru 6/30/2024; $67,826
9. CTSI Colorado Counties Casualty and Property Pool, Agreement for Partially Self-funded Program; 1/1/2024 thru 12/31/2024
10. Funding Request Letter; Rocky Mountain Health Plans; Regional Accountable Entity (RAE) Health Neighborhood Investment Overview; $20,000
11. Lexis+ Subscription Agreement for State/Local Government; 1/1/2024 thru 12/31/2024; $338/Month
12. Food and Beverage/Retail Lease Agreement; Bar 78 at Gunnison-Crested Butte Regional Airport; 12/1/2023 thru 12/1/2025
13. 2024 Colorado Counties, Inc. Steering Committees Designation of Proxy; Joni Reynolds - Health and Human Services Steering Committee
14. Acknowledgment of County Manager Signature; Professional Services Agreement; Ben White Architecture, LLC; Zugelder Library Remodel; 12/14/2023 thru 10/9/2024; $7,075
15. Contract; Payscale; Payfactors Basics Bundle; $6,000
16. Intergovernmental Agreement to Disburse Behavioral Health Administration Monies to Increase Access to Navigation Services for Behavioral Health; Gunnison Watershed School District; 8/28/2023 thru 7/30/2024; $57,600
17. Resolution; Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2024, This Resolution Supersedes Resolution 22-48
18. Resolution; Amending the Gunnison County Budget for Fiscal Year 2023 and Amending the Appropriation Resolution
19. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-55
20. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-54
21. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-53
22. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-51
23. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-49

24. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-50
25. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-52

- Commissioner Reports: 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.

9:00 am

- Gunnison Valley Health Board of Trustees; Clarification of Terms

9:05 am

- Vouchers and Transfers
- Treasurer's Report

9:10 am

- Ordinance No. 21; An Ordinance Repealing Ordinance No. 4 and Establishing the Regulation of Vehicle Parking at the Gunnison-Crested Butte Regional Airport
- Recess Gunnison County Board of County Commissioners Meeting

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:15 am

- (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

9:30 am

- Call to Order
- West Central Public Health Partnership Intergovernmental Agreement
- Program Updates:
    1. Vital Records
    2. Public Health Improvement Plan (PHIP) Presentation and Request for Board Approval and Chairperson Signature
- Adjourn the Gunnison County Board of Health Regular Meeting

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (continued):

10:15 am

- Break

10:30 am

- Gunnison County Boards and Commissions Interview; Colorado River Water Conservation District; Kathleen Curry

10:45 am

- Gunnison Valley Health Real Property Ownership Discussion

11:15 am

- Public Hearing; LUR Amendments and Resolution

11:45 am

- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Adjourn Gunnison County Board of County Commissioners Meeting

GUNNISON COUNTY BOARD OF EQUALIZATON SPECIAL MEETING:

11:45 am

- Call to Order
- Executive Session, pursuant to C.R.S. §§ 24-6-402(4)(b) and (4)(e)(I): Conference with County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice related to appeals of taxable property valuation decisions by the Gunnison County Board of Equalization and to determine positions relative to matters that may be subject to negotiations related to appeals of such decisions, developing strategy for negotiations, and instructing negotiators.
- Adjourn Gunnison County Board of Equalization Special Meeting

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Tourism and Prosp

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: $2,973,600

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/12/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January, 2024, by and between the Board of the Gunnison River Valley Local Marketing District, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("LMD") and the Tourism and Prosperity Partnership, known as the Gunnison-Crested Butte Tourism Association, whose address is 202 E. Georgia, Suite B, Gunnison, Colorado ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

As set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and LMD may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist with Gunnison County's Promote Prosperous, Collaborative and Health Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, LMD shall pay Contractor fees not to exceed two million, nine hundred and seventy-three thousand six hundred dollars and No/100 U. S. Dollars ($2,973,600.00) ("Compensation"). It is expressly agreed that these funds must be used exclusively for costs identified in the 2024 Budget attached as Appendix "A". Adjustments among budget line items may be at the Contractor's discretion as appropriate to achieve the overall marketing goals represented by the budget. The approved 2024

LMD budget identifies the support funds and expenditures. The funds will be provided via equal monthly payments of $247,800.

The Contractor shall:

A. Implement the 2024 Work Plan reflected by the budget in Appendix A.

B. During the Term of this Agreement, enter into individual funding agreements with:
    a. Gunnison County Chamber of Commerce to provide funding for tourism services during the year 2024 in an amount no less than $25,000 (Twenty-five thousand dollars); and
    b. Mt. Crested Butte/Crested Butte Chamber of Commerce to provide funding for tourism services during the year 2024 in an amount no less than $25,000 (Twenty-five thousand dollars).

C. Create and utilize a comprehensive plan to ensure that the funds provided during the term and by this contract are strategically and equitably applied to diverse tourism efforts in the Gunnison Valley, pursuant to C.R.S. §29-25-111 with particular emphasis on the following funding structure and reporting:
    a. Events. Support of existing independent and organization sponsored events, with a clear formula for deciding which events to support, metrics for determining positive impacts to the economy and community vitality, and total dollars spent to support each event.
    b. Economic Development. Support of programs, events and opportunities with a focus toward developing and maintaining a diverse economic base in the valley.
    c. Marketing. Support of all marketing efforts that support the Contractor's mission, in addition to the following categories:
        i. Sustainable Tourism. Work closely with the Sustainable Tourism and Outdoor Recreation Committee (STORC) to consider and support resolution of issues related to infrastructure and signage necessary to promote and sustain recreational uses of areas throughout the valley.
        ii. Co-Marketing with Western Colorado University (WCU). Work closely with WCU marketing professionals to consider and support cooperative efforts to recruit and retain students at the institution.
        ii. Western Colorado University (WCU). Work with WCU to support efforts to recruit and retain students.
        iii. Seasonal Expenditures. Equitably support winter and summer seasons to maintain balance in the diverse types of visitors to and uses of our valley.

D. Provide biannual reports to the LMD to minimally include:
    a. Performance information and metrics related to the funding structure outlined in Section 3 above;
    b. Performance of the Contractor's adopted strategic business plan for 2024, including the plan's specific metrics and trend data that illustrate performance levels being achieved; and

c. Accompanying budget for the current year and of the previous six months showing alignment between the expenditures and the authorized spending categories outlined in Paragraph 3 above.

E. Pursuant to the Contractor bylaws, no later than October 1, submit a tentatively adopted strategic business plan and accompanying budget for the 2024 calendar year that, at a minimum, addresses the following:
   a. Proposed results and measurements for those results consistent with the purpose of the Contractor;
   b. Proposed strategies and associated budgets to achieve the proposed results;
   c. Strategies for creation, maintenance and coordination of an effective digital presence for the County;
   d. Strategies for marketing in-valley experiences and fulfillment;
   e. Proposed performance-based contracts with vendors and subcontractors that contract with the Contractor; and
   f. Coordination with strategic partners including, but not limited to, Crested Butte Mountain Resort, Western Colorado University; Gunnison County Chamber of Commerce, Mt. Crested Butte/Crested Butte Chamber of Commerce, major businesses and employers, municipalities, public land agencies, and event promoters.

F. Permit auditing by the LMD of all the Contractor's books, accounts, and financial transactions.

G. Provide a final project report in a form and format as prescribed by the County Manager on or before December 1, 2024.

H. Administer the ICELab

It is further recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2024, the financial obligation will be reduced accordingly.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to LMD, listing LMD as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to LMD. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which

case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The LMD's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the LMD's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the LMD must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision

is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the LMD, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the LMD by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the LMD.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the LMD under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the LMD, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to the LMD, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of LMD. Contractor does not have any authority to bind LMD in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

Compensation coverage, from LMD. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the LMD in writing.

8. INDEMNIFICATION.

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

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the LMD reasonably prompt notice of the claim. Contractor will defend or settle, without seeking additional compensation, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the LMD. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the LMD will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the LMD, unless the settlement includes an admission of wrongdoing, fault or liability by the LMD, whether express or implied.

Any term included in this Agreement that requires the LMD to indemnify or hold Contractor harmless; requires the LMD 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 Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that LMD take for the purpose of complying with any such laws and regulations.

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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. Liability for claims for injuries to persons or property arising from the negligence of the LMD, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or

condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the LMD in relation to this Agreement.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The LMD shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the LMD will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign this Agreement without the prior written consent of LMD, which consent LMD may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. WARRANTIES.

Contractor represents and warrants to the LMD as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the LMD or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the LMD has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the LMD. The LMD, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered

personally or sent by certified first class US mail, postage prepaid, addressed as follows:

LMD:	Gunnison River Valley Local Marketing District Attn: Gunnison County Manager 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Gunnison-Crested Butte Tourism Association 202 E. Georgia, Suite B Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the LMD in the manner specified by the LMD. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii)

any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between LMD and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the LMD shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to LMD. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the LMD, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of LMD's PII either could have been, or was compromised, then Contractor shall immediately notify the LMD in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to LMD or third parties as the result of any such data breach.

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Its: _____



September 26, 2023
Board of County Commissioners
LMD Budget Recommendations

The purpose of this report is to supplement our presentation to the Board of County Commissioners with the details of our activities. The data contained within is how we developed our budget request.

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Tourism

Summary

Our goals in tourism have been to grow lodging revenues and support the airline service into the valley. While July came in strong for collections this year, most other months in 2023 have been down. We expect a 10% decline in total LMD revenues for 2023. This summer, we had extremely high load factors for the airplanes coming in. A drop in total capacity coming in meant that we did have fewer passengers arrive through the airport than we did in 2022.

Lodging Tax Results

2023 LMD collections continue to pace behind 2022, particularly in the winter where we saw large declines particularly in March.

Month	2022	2023	YOY
January	327,433.99	318,774.21	-3%
February	342,067.65	327,664.69	-4%
March	577,958.31	433,112.61	-25%
April	87,289.40	96,673.57	11%
May	121,894.10	124,484.83	2%
June	328,323.03	292,264.33	-11%
July	479,362.31	498,464.59	4%
Total	2,264,328.79	2,091,438.83	-8%

Marketing Results

Winter paid marketing

Overall, winter marketing performed well, but we saw declines from last year. Our spend compared to last year was relatively flat when all buys were considered. We ran a couple of buys through Matchstick Productions and Inkwell that were not managed directly by our media agency, Colvita. Colvita had a slightly smaller budget than previous years and we asked them to focus on serving impressions across our markets. With that we had a 37% increase in impressions YOY. Here is the full marketing report from Colvita.

Despite the large snowfall, we saw a drop off of web traffic of about 7.5%. While Texas was still the most likely to convert and click on the airline button, web traffic was down 35% from Texas. Colorado grew 50% in web visits. Denver and the drive market are more engaged on a large snow year where some of the fly markets are a bit more hesitant.

Conversion actions, or clicking on lodging and airline buttons, tracked very similarly to lodging tax collections and were down 13% YOY.

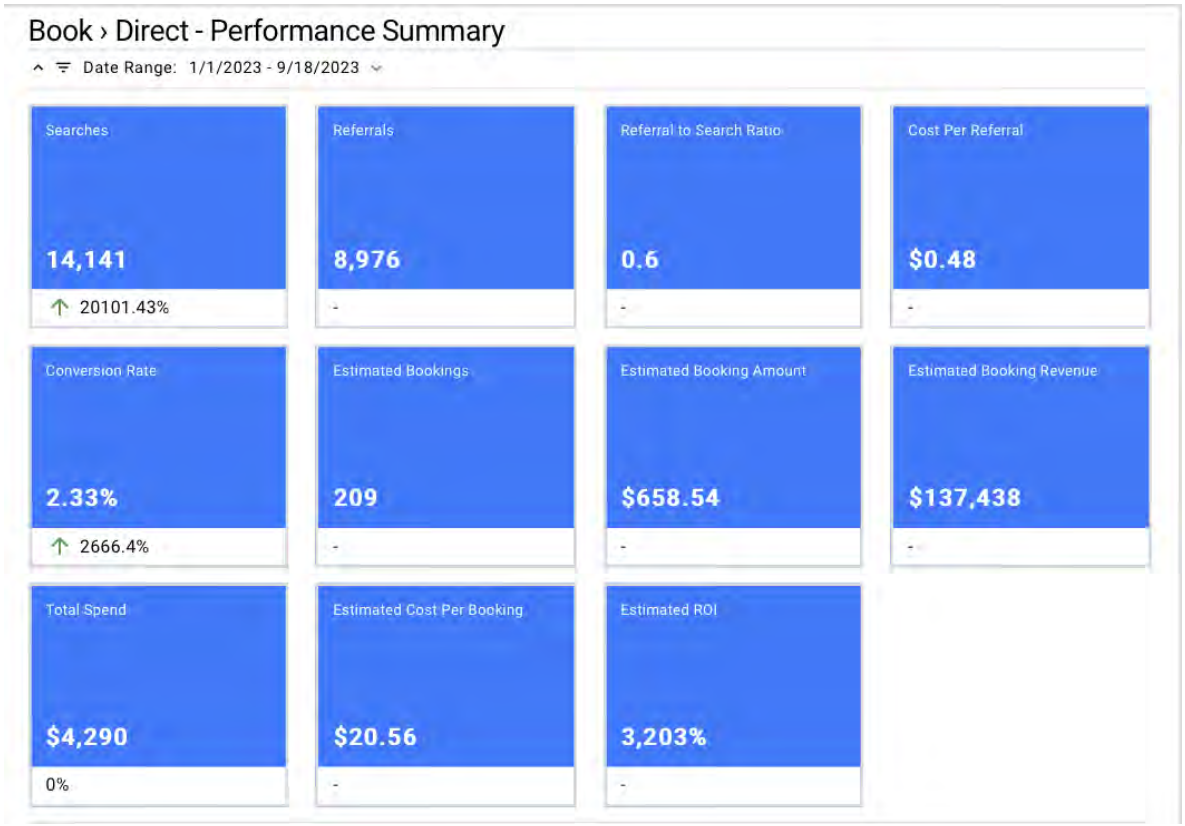
Summer Paid Marketing

While we do not have our full summer media report yet, we do have data from most of our providers through 8/31/2023. Our overall spend was flat to last year. A couple of larger buys were not managed by our media agency, Colvita, and were longer game content buys that we have yet to see the full return on. Those include a development of Gunnison as a route network hub on bikepacking.com as well as a video series that will become a documentary following the training and lead up to the Gunnison Grinder gravel race. We have only just begun to see the value from these larger buys and we will continue to push the content out over the next couple years.

Spend managed by our creative agency, Colvita, was focused on conversion and we saw great results.. Last year we were looking higher in the decision making funnel and focusing on impressions and awareness as opposed to conversion. While total impressions decreased, our total web traffic, click through rate and clicks all increased dramatically. Here is the marketing report with data through 8/31 from Colvita.

Book Direct

We implemented BookDirect last winter. This tool allows our website visitors to search dates and get rates and availability for all the lodging properties in the Gunnison Valley. From there they book directly with lodging partners so there are no commissions or extra costs to the property. So far in 2023, we have had 14,141 searches with 8,976 referrals to partner websites. This accounts for an estimated $138,000 worth of hotel bookings driven directly to our partners booking platforms.



Website Traffic

All web traffic YTD is up 15.8% over the same period last year.
For first-time site visitors, organic search traffic is up 17.9% YOY. This means we are improving in our efforts to reach new site visitors with organic content. Organic web content is one of the cheapest ways for us to reach people.
Our SEO consultants attribute these increases in traffic to the new content we have added to the website as well as maintenance and SEO optimization of older web content.

Email Newsletter

Jan.-Sept. 2022 emails sent out: 15
Jan.-Sept. 2023 emails sent out: 22
Subscribers as of Aug. 31, 2022: 43,770
Subscribers as of Aug. 31, 2023: 46,465
Open rate for tourism emails continues to hover around 30% despite the huge increase in email subscribers this year. This means we are doing a good job of gaining highly interested, engaged subscribers through our email collection channels.
Emails average a 1.58% click-through rate, meaning each email drives an average of 734 website visits.
Email remains another affordable way to reach potential and returning Gunnison Valley visitors with helpful tourism tips, stewardship discussions, and timely news.

Marketing Terms and Industry Averages

Impressions: The number of times an ad has been served to someone.
Reach: The number of people that have been served an ad (usually lower than impressions since people can be served an ad more than once)
Click Through Rate (CTR): The percentage of people that clicked on an ad they were served.
Conversion Rate: The percentage of people that clicked on a predetermined button or link on our website (airline button, lodging button, etc).

Industry average CTR for Banner ads: 0.12%
Industry average CTR for Paid Search: 4.68%
Industry average CTR for Paid Social is 0.90%

Airline Results

Winter

Our winter flight program performed very well until March where we had a dramatic drop in passengers. Overall this winter we flew 3.5% fewer passengers YOY. Despite this decrease in passengers, we actually improved our load factor by 1% because of a decrease in capacity.

We had strong performance in all months until we hit March, where a 14% decline in passengers wiped out the gains from prior months.

Despite higher fares, the costs to operate the flights increased to a point where the RTA had to pay out the full MRG to American Airlines for the Dallas service.

Summer

Our summer flight program exceeded expectations this year. While September hasn't quite wrapped up, as of the last report, we were running a 76.7% load factor through the summer. This compared to 66.8% at the same time last year. While it is great news that the planes are full, we did have a significant reduction in capacity this summer. This means that we actually flew in about 2,000 fewer people this summer compared to last.

Airport Surveys

Surveys were conducted by the RTA at the airport in both the winter and the summer. Jeff Moffett did an analysis of those surveys to identify any key findings that would be useful to TAPP. His presentation can be found here.

Our net promoter score was higher with those that had been here in the past. We had a relatively low net promoter score when we looked at first time visitors. Lack of restaurant choices was noted as a main detractor for those that came here. The Colorado Tourism Office's Longwoods study showed that 82% of overnight visitors to Colorado were repeat visitors. Our airport surveys showed that 47% in winter and 45% in summer were repeat visitors. We are getting new

people to try coming here, but we need product improvements to get them to become repeat guests.

Dean Runyan Study

The Colorado Tourism Office commissioned Dean Runyan to conduct a study of the economic impact of travel to the 64 counties in the state. We used this data to calculate ROI based on TAPP's marketing spend. Of the 64 counties in the state, Gunnison grew the 8th fastest when comparing 2019 to 2022 for visitor spending.
The study looked at visitor spending, employment in tourism sectors, earnings or wages associated with tourism sectors as well as tax collections attributed to visitors.
A dashboard of economic impact can be found here.
For the full study, please visit this site.

Year	2022	2021	2020	2019	2018	Sum	Incremental Growth	ROI	Incremental ROI
Marketing Spend (millions)	1.9	1.7	1.86	1.75	2.12	9.33			
Visitor Spending (millions)	345.1	327.3	271.5	256.6	248.6	1449.1	206.1	15532 %	2209%
Employment	2450	2410	2120	2480	2530	11990	-660		
Earnings (millions)	90.7	81.7	69	73.1	70.7	385.2	31.7	4129%	340%
Local Tax Receipts (millions)	14.9	14.4	11.5	10.5	10.1	61.4	10.9	658%	11683%
State Tax Receipts (millions)	8.2	7.8	6.4	6.1	5.9	34.4	4.9	369%	53%
Total Tax Receipts (millions)	23.1	22.2	17.9	16.6	16	95.8	15.8	1027%	169%

Capital Improvements

While we have managed to outpace much of the state in tourism growth, the competition is coming for us. We have seen very little product improvement over the last several decades. Our competitors have outpaced us in both lodging improvements as well as terrain expansions. We believe that this is one of the reasons we are losing repeat visitors.

We have been keeping tabs on news of ski area improvements and expansions in this document. The total investment is nearing $6 billion. Similarly, destinations are investing in the development of trails. Durango just announced the development of the largest municipal bike park in the US. Telluride and Snowmass are doubling down on their downhill bike parks.

Stewardship

Summary

We work directly with STOR to understand what info needs to be shared with our visitors. We use our channels as the megaphone for this message. Andrew and John are currently spearheading the STOR Communications subcommittee work that came out of STOR's strategic plan. We continue to develop and share stewardship content across all of our marketing channels. In addition, we are working to better prepare our community for the future trends in visitation.

Doo Colorado Right

The Doo Colorado Right program was a smashing success. 3500 kits were distributed around the state and had an impact on 70,000 poops. Locally, we partnered with CBMBA, Gunnison Trails, RMBL, Gunnison Country Chamber and the CB/Mt. CB Chamber of Commerce. They distributed 600 kits impacting 12,000 poops in our backcountry.

This program has impacts across TAPP's stewardship, tourism and economic development missions. We are teaching and equipping users in our valley and around the state to care for the public lands that we promote. We are helping to improve our own backcountry so that visitors want to come back again. We are also shedding light on Gunnison County as a public lands paradise and an outdoor industry hub while also supporting a local exporting company. In 2023, we received 37 total media placements with a reach of over 1 billion unique monthly visitors/readers.

The feedback we have received from our partners after the first year of the Doo Colorado Right was all extremely positive. We just reapplied for the program in 2024, and already have other entities contributing matching funds towards the purchase of more kits. The letters of support for the program came in from all corners of the state. Those letters can be found in this document.

Western

Summary

2023 is the biggest year of TAPP support for Western. The Western programs we support have synergy across other aspects of our mission. Our tourism efforts focus on our trails and public lands access for outdoor recreation. Our economic development efforts are leveraging that same advantage as we try to grow export companies in Gunnison County.

Western Mountain Sports

TAPP is now in the second year of supporting Western's Mountain Sports programs. There is incredible alignment with this program and our target market for tourism. We are promoting the great skiing and mountain biking we have in the valley. It is an easy crossover for us to include mountain sports athletes in our advertising content driving both our Tourism and Western missions.

Unfortunately, we did not see Mountain Sports growing the way that we might expect. As of 9/12, the mountain bike team was 37% smaller than last year. We saw similar declines in the athlete registrations as a whole. On a brighter note, we did see some small growth in the incoming freshman class when it came to both Freeride and Mountain Bike.

Because we have not seen the growth that we would like in mountain sports, we are recommending to not fund the program in 2024. We will continue to lean into opportunities to promote Western Mountain Sports with inclusion in our advertising which has perfect cross over with our main tourism messaging.

Rady School OIE and Blister Labs

What has Blister Labs done for Western, the Gunnison Valley, and the State of Colorado?



BEA report for outdoor recreation in the US

ICELAB @WESTERN

BLISTER LABS

University of Colorado Boulder

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PARTNERSHIP PROGRAM
COMPUTER SCIENCE & ENGINEERING

First OIE Program in the Country!

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Blister Labs + OIE Updates

2023 Blister Labs Summer Research Program

- **New Projects Created:** 4 graduate-level projects (3 ME and 1 CS)
- **Increasing Momentum:** 2 future projects
- **New Students to Gunnison:** 15 students total (8 partnership; 6 CU Boulder; 1 CMU partnership student)
- **National Interest: S**tudents & faculty from Harvey Mudd, Stanford, & MIT are inquiring about entering the program
- **Transferring to Gunnison:** From the summer 2022 program, 2 out of 3 CU Boulder partnership students transferred into the partnership program from CU Boulder
- **1st OIE Graduate Student:** First MS Rady partnership program and underrepresented minority
- **1st Summer Middle School Engineering Academy:** Outdoor Survival Engineering - 100 middle school students with 10% out-of-state with families staying in Gunnison

New Faculty Involvement with Blister Labs and OIE Research

- **10 Faculty & Staff Total**
- **New Faculty**: Melanie Peddle, Biomechanics; Sierra Bishop, Materials; Charlie Schayer, Fabrication

Diversifying the Outdoors

- **Adaptive Sports Gravel Bike**
- Interest from High Five, Craig Hospital, Kelly Brush Foundation for continued support for adaptive riders

New Industry & Project Collaborations

- **SRAM, Specialized, Santa Cruz, Revel Bikes, ENVE, Folsom, WNDR ALPINE, Wagner Custom Skis, LANGE, CAST TOURING, Patagonia, Norrøna**
- **1st OIE focused Rady Career Fair**

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Economic Development
- 15 students and 6 faculty involved in Blister Labs Summer Research Program
- Assisted 12 local companies with projects, advising, and internships

Industry Recognition and Marketing
- 2 Blister Summits (2022 and 2023)
- 10 Blister Podcasts
- 41 publications, podcasts, and interviews 22-23
- DEN airport signs in terminals B and C
- Adaptive Sports Center of CB, Kelly Brush Foundation, High Five, Craig Hospital
- Beacon Guidebooks

Acknowledgement at the State Level
- COILS Panel
- OEDIT-OREC-EDA grant for $100k
- 2 meetings with Connor Hall (OREC) and Tim Wolfe (CTO)
- 1 meeting with Eve Lieberman Executive Director of OEDIT
- 3 meetings with Hickenlooper representatives

First engineering program in the country to work on outdoor gear standards

BLISTER LABS

OIMBA + Blister Speaker Series
- 4 Engineering students have enrolled into the 4+1 ME + OIMBA partnership program

1st OIE Focused Career Fair at Western
12+ companies including
- SRAM - OIE
- PACT Outdoors - OIE
- Folsom Custom Skis - OIE
- Wagner Custom Skis - OIE
- Revel Bikes – OIE
- IDS - Manufacturing
- SAS Aerospace - Aerospace
- Ball Aerospace - Aerospace

ICELab + Entrepreneurship Opportunities
- 7 projects (Pact, Hustle, 2nd Wave, Aspect Avy, Rob Harper, Adaptive Sports Center of CB)
- New Venture Creation course – 2 companies
- 20% of partnership students have declared an Engineering Management or Entrepreneurship minor

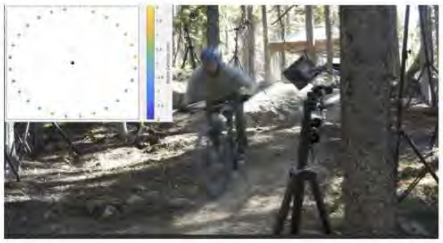
Outdoor Undergrad Curriculum Expanded
- Bike Design and Manufacturing course
- Product Development and Definition
  - 2 Patents
- Adaptive bike project: Component Design & Manufacturing Processes

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Outdoor Industry Engineering Hub

Future Work

- **Scientific Publications** from the summer research program
- **Media Publications**: Continue to create podcasts with Blister and other marketing opportunities
- **Additional projects**: E-bike batteries and ski boot flex testing
- **Student recruitment and retention**: Industry Night, Career Fair, student projects
- **Conferences local and nationally**: Outdoor Media Summit (Boise, ID), Snowbound Expo (Boston, MA), COILS (Steamboat, CO)
- Continue to explore **grant opportunities**







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Rady Engineering Career Fair – October 19-20th 2023

12+ companies

1. SRAM – Outdoor Industry Engineering (OIE) Panel
2. PACT Outdoors – Outdoor Industry Engineering (OIE) Panel
3. Folsom Custom Skis – Outdoor Industry Engineering (OIE) Panel
4. Wagner Custom Skis – Outdoor Industry Engineering (OIE) Panel
5. Revel Bikes

6. Ball Aerospace
7. CMG Engineering
8. Willand Performance Engineering
9. ID Sculpture
10. Electromechanical Products (EMP)
11. Special Airforce Services (SAS)
12. Additional companies confirming

Outdoor Industry Engineering Panel – October 19th

- SRAM, PACT Outdoors, Folsom Custom Skis, Wagner Custom Skis, Revel Bikes

Industry Night and OIE Focused Projects – April 28th, 2023

- 18 projects showcased
  - Over 50% of the projects had an OIE focus
- 185+ attendees from the community
- 2 patents with local start-up companies
  - 1 patent pending
  - 1 patent being evaluated

Other OIE Focused Projects 2021-2023

- Adaptive Bike Project: The project spans Mechanical Engineering student's junior year with the goal of redesigning and fabricating a recumbent adaptive hand peddled bike and donating it to the adaptative community. Courses involved with this project are core ME classes; 1) Component Design and 2) Manufacturing Processes.
- 2nd Wave Surf: This project was part of the Product Development and Definitions course, which is a one-semester course in collaboration with companies out of the ICELab who are looking for engineers to work on new or improved product developments. Products are designed, engineered, and prototyped over the course of a semester. For this project, students developed a new and innovative technique for a quick release valve during river surfing.
- The Shade: Another project out of the Product Development and Definitions course, which focused on designing a strong and adjustable attachment for a river shade.
- Hustle Bike Pedals: This project focused on the design and development of an indoor biking peddle, utilizing the magnetic technology from Hustle.
- Blister Labs: Continue to design and development of state-of-the-art gear testing equipment both in the field and in the lab. Blister Labs is part of Senior Capstone for both ME and CS, independent studies, Product Development and Definition, as well as the summer research program.

Blister Labs Summer Research Program 2022 and 2023

We have funded several paid internships and research opportunities over the summer supporting our collaboration between the partnership program and Blister Labs. The program runs for 9-weeks over the summer.

- https://blisterreview.com/blister-labs/blister-labs
- https://blisterreview.com/blister-labs/next-level-mtn-bike-wheel-testing-blister-labs

For this internship experience, students will be designing and developing physical systems that collect data for further analysis and interpretation so we can make more informed decisions when it comes to gear. For testing of outdoor gear, we are taking a circular approach, creating static and dynamic testing systems in the lab, in parallel to outdoor field testing. We are then relating this data to qualitative expert product reviews from Blister to gain better understanding of gear performance by identifying where alignment falls between the data and performance and where there may be differences, and why.

By taking this circular approach to data analytics, we are linking individualized experiences to quantitative and qualitative datasets so we can make a more informed decisions about the gear we are purchasing and using. The testing systems being developed in the lab and in the field along with data analytics and expert reviews will help us to better understand the reasoning behind product performance.

- Summer 2022
  - 9 students total (6 partnership students and 3 CU Boulder students)
  - 3 students from CU Boulder with 2/3 transferring and 1/3 starting the partnership MS project
  - 3 projects
- Summer 2023
  - 15 students total (8 Partnership, 6 CU Boulder, 1 CMU Partnership)
  - 4 projects (Ski, Bike, Fabric, Community Reviews)
- Future 2023-2024
  - 2 new projects
  - More students and universities

First OIE MS Student for the WCU/CU Partnership program

- Joshua Priest, a URM identifying student
- Was part of the 2022 Rady summer research cohort
- Advancing technologies in the infield ski and bike testing platforms
- Authoring scientific journal articles

OIE Community Engagement

- MCEN 4228: Product Development and Definition Course
  - Collaborations with local companies through ICELab
  - 2nd Wave and The Shade both received patents for the work students did on during product development course.
- MCEN 3026: Component Design + MCEN 4026: Manufacturing Processes
  - Adaptive Bike Project
- EMEN 4830: New Venture Creation
  - The Shade and new CNC Technologies
- ME Senior Capstone
  - 2 OIE capstone projects AY 22-23
  - 2 OIE capstone projects AY 23-24

Blister Labs Home
https://blisterreview.com/blister-labs-home

Scientific Publications

1. "*In-Field Measurements and Characterization of Alpine Ski Dynamic Behavior*", Leo Beuken, Joshua Priest and Sean Humbert, in preparation.

Blister Labs and OIE Podcasts and News Articles – Partnership Program Specific 2023

2. Crested Butte News: https://crestedbuttenews.com/2023/01/rady-school-at-western-colorado-university-celebrates-two-years/
3. Top of the World - Mountaineers without Borders https://topotheworld.org/mountaineers-without-borders-looks-to-enact-real-world-solutions-to-global-engineering-problems/
4. Snow Brains : https://snowbrains.com/why-western-colorado-university-is-the-best-school-for-skiing-and-riding/
5. Sponsorship: The Push https://vimeo.com/305599976
6. Crested Butte Blister Summit: https://crestedbuttenews.com/2023/02/blister-summit-2023-expands-for-a-third-annual-event/
7. Gunnison Times: https://www.gunnisontimes.com/articles/rady-school-launches-new-entrepreneurship-class/
8. Gunnison Country Times Magazine: https://www.gunnisontimes.com/articles/gunnison-country-magazine-2023/ (page 80-81)
9. Crested Butte News: https://crestedbuttenews.com/2023/07/westerns-rady-school-expands-its-programming/

Podcasts 2022-2023

10. Blister Podcast (Jeni): https://blisterreview.com/podcasts/introducing-blister-labs-ep-180

11. Blister Podcast (Greg): https://blisterreview.com/podcasts/blister-labs-motorcycles-laser-art-mtn-bikes-with-greg-vanderbeek-ep-204
12. Blister Podcast (Greg): https://blisterreview.com/podcasts/blister-labs-mtb-wheelset-testing-establishing-proof-of-concept-ep-211
13. Blister Podcast (Sean): https://blisterreview.com/podcasts/blister-labs-product-manufacturers-vs-researchers-reviewers-ep-213
14. Blister Podcast (Sean): https://blisterreview.com/podcasts/blister-labs-ski-testing-dynamic-modeling-with-sean-humbert-ep-198
15. Blister Podcast (Lauren): https://blisterreview.com/podcasts/blister-labs-technical-apparel-ratings-standards-origins-relevance-ep-215
16. Blister Podcast (Travis Hainsworth): https://blisterreview.com/podcasts/gear-30-podcast/blister-labs-travis-hainsworth-on-soft-robotics-mocap-wheelsets-ep-227
17. Blister Wheel testing video: https://blisterreview.com/blister-labs/next-level-mtn-bike-wheel-testing-blister-labs
18. Blister Labs Podcast with Greg VanderBeek and Travis Hainsworth (253):https://blisterreview.com/podcasts/gear-30-podcast/blister-labs-wheelset-testing-updates-initial-results-ep-253
19. Blister Labs Podcast about Community Reviews (257) https://blisterreview.com/podcasts/gear-30-podcast/blister-labs-blister-community-reviews-update-ep-257

News Articles 2021-2022

20. Crested Butte News: https://crestedbuttenews.com/2021/03/profile-jeni-blacklock/
21. Gunnison Times: https://www.gunnisontimes.com/articles/western-moving-the-needle-forward-in-education/
22. PR Newswire: https://www.wfmz.com/news/pr_newswire/pr_newswire_sports/blister-partners-with-cu-and-western-colorado-university-for-blister-labs/article_712baeec-f305-56f5-8a2e-6c6197f8aa95.html
23. Outdoor Industry Association: https://outdoorindustry.org/press-release/blister-partners-with-cu-and-western-colorado-university-for-blister-labs/
24. Boulder Weekly: https://www.boulderweekly.com/adventure/engineering-gear-reviews/
25. Colorado Public Radio: https://www.cpr.org/show-segment/outdoor-lab-a-testing-ground-for-the-best-gear/
26. Colorado Sun: https://mailchi.mp/coloradosun/outsider-466904?e=1b4d0cef07

27. Colorado Sun: https://coloradosun.com/2022/03/21/gunnison-western-university-blister-labs/?pico=clean&utm_source=The+Colorado+Sun+Newsletters&utm_campaign=5333456995-SUNRISER_2022-03-21&utm_medium=email&utm_term=0_61e0bd63dc-5333456995-66978682&mc_cid=5333456995&mc_eid=04ee2cdc6c
28. 5280: https://www.5280.com/2022/03/blister-labs-has-big-plans-to-change-the-gear-review-industry/
29. Denver Post: https://www.denverpost.com/2022/04/02/cu-csu-programs-rural-colorado/
30. Chris Kopf Real Estate: https://chriskopf.com/the-rady-program-partnership-western-cu-boulder/
31. Blister Review: https://blisterreview.com/blister-summit-videos/blister-labs-projects-personnel-blister-summit-22-panel-session
32. Crested Butte News: https://crestedbuttenews.com/2022/03/new-blister-labs-program-tests-gear-in-and-outside-the-classroom/
33. Colorado Biz: https://www.cobizmag.com/work-hard-play-hard/
34. Morgan Tilton Newsbreak: https://original.newsbreak.com/@morgan-tilton-1593564/2681413999888-blister-labs-launches-product-testing-program-to-improve-outdoor-gear
35. Western Colorado University Newsroom: https://western.edu/rady-partners-with-local-organizations/
36. Western Colorado University Newsroom: https://western.edu/rady-school-grand-opening-homecoming/
37. Gunnison Times: https://www.gunnisontimes.com/audio-articles/player/audio-article-56549
38. The Journal: https://www.the-journal.com/articles/the-new-standards-for-testing-outdoor-gear-are-being-created-by-colorado-university-students/

National Interviews 2022-2023

39. The College Tour: Dr. Jeni Blacklock was on The College Tour as ‘a leader in our country who is moving the needle forward in education’ https://www.thecollegetour.com/education-america/
40. TIC (Thrive, Inspire, Create) Talk: Dr. Jeni Blacklock gave a TIC talk through the Gunnison Community Foundation https://cfgv.org/tictalks/
41. Fox31: https://kdvr.com/great-day-colorado/sponsored-gdc/great-day-on-campus-western-colorado-university-rady-partnership-program/

Economic Development

Summary

The ICELab continues to create more high paying jobs in Gunnison County. Local exporters working with the ICELab continue to grow their networks and build a stronger economy for everyone in the valley. The coworking space continues to increase revenue and attendance. Gunnison county's reputation as an outdoor industry hub also continues to grow through the many pieces that have been here historically as well as those the ICELab team has created or grown. Entrepreneurship continues to be a focus of building another leg on the Gunnison Valley economic stool.

Goals and Metrics

Economic Development Metrics

	Year	2019		2020		2021		2022		2023	
Gunnison County	Cumulative Metrics	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Forecast
	Companies Recruited	1	**1**	2	**2**	3	**4**	4	**4**	5	**4**
	Jobs Created	5	**5**	12	**22**	20	**33**	30	**43**	45	**53**
	Jobs >$50k/60k Created	1	**3**	3	**6**	5	**10**	8	**15**	13	**19**
	Revenue $ Increase	$200,000	**$847,000**	$700,000	**$1,144,971**	$1,500,000	**$1,633,426**	$2,500,000	**$2,811,027**	$4,000,000	**$4,100,000**
	WCU Interns/Grads placed	2	**5**	4	**13**	7	**19**	11	**23**	16	**28**

New Opportunities

New Venture Creation Course

John and David taught the New Venture Creation course at Rady in Spring 2023 and will do so again in 2024.. The first class had eight students (6 Mechanical Engineering and 2 Computer Science) on two teams. One of the teams worked with a local entrepreneur in the outdoor industry on a rafting product. The other is working on building a company in industrial equipment. Presentation skills and thinking like the customer are major focuses of the course.

Economic Development Airport Displays

In late 2023, we'll have 3 displays at the airport for local products and services. These displays will raise awareness of local businesses with tourists and locals alike as they go through the airport. The ICELab will build an application process for companies to use the displays and each cycle will last 4 months.

Economic Development Real Estate

Several of the companies the ICELab works with in the valley have been voicing concerns about what warehousing and officing locations they will be able to grow into. The ICELab is beginning a process to understand what type of infrastructure would promote the growth of our local exporters.



Outdoor Industry Hub

The Moosejaw Outdoor Accelerator continues to gain recognition as a great way to grow a business in a place dedicated to outdoor industry businesses, the Gunnison Valley. This recent article in the Colorado Sun shows how we have made strides in this area. Moosejaw has agreed to be the 2024 title sponsor for our 5th national outdoor industry accelerator program.

The Outdoor Industry Funding Summit is a new initiative in 2023. The first iteration in February had early stage outdoor industry investors from Colorado and the two coasts and early stage company founders from multiple states as well. The biggest hurdle for companies we have worked with at the ICELab is their ability to find investment. This program allows us to not only connect with potential future investors, but also with startup companies. These early stage companies are the most likely candidates to move operations to the valley similar to Pact Outdoors and Gnara. This program solidifies Gunnison Valley's position as the ideal place to start an outdoor industry company. Four local companies (Gnara, Campfire Ranch, Aspect Avy, and First Ascent) have pitched for capital to this national group of investors.

Budget Documents

Summary

2024 is the first year that we saw the much needed investment in housing come out of the LMD. Revenues for TAPP are decreasing not just because over $1 million is allocated towards other uses, but also because we are expecting our first decline in collections in many years. With that, we have looked at the programs that are underperforming and chose to cut those. Our board is recommending that we dip into reserves in order to keep the momentum going, particularly in the Blister Labs/Rady program.

The TAPP board recommends that in the future, we do not exceed a 30% dip into reserves in any one given year. Also, we should keep a floor of $1 million in reserves in case of an emergency. For instance, if we had a low/no snow year followed by a summer of wildfires.

The below budget assumes a 10% decline in LMD revenues for 2023 as well as a dip into reserves of $733,603 for 2024.

The TAPP Board of Directors is recommending the LMD Board allocate $2,239,992 from new funds (2023 collections) to TAPP spread evenly across the months of 2024. In addition, the TAPP Board of Directors recommends that the LMD Board allocate $733,603 from old fund reserves (2022 and prior collections) to TAPP spread evenly across the months of 2024.

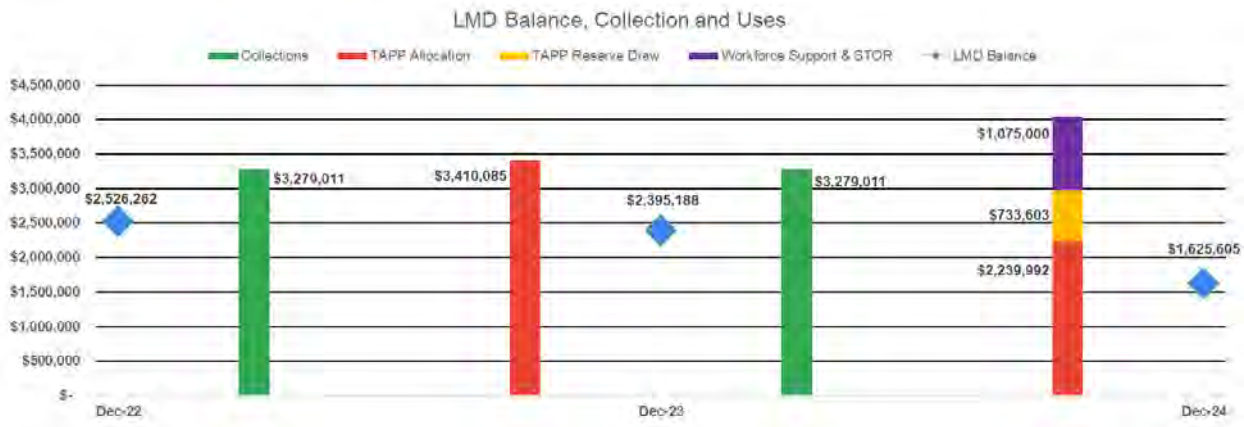
G-CBTA

Recommended Budget

2024

	General	ICELab	STOR	TA Non-Snow	TA Snow	Western	TOTAL
Income							
Income	2,239,992	152,960	40,000	0	0	0	2,432,952
Total Income	**2,239,992**	**152,960**	**40,000**	**0**	**0**	**0**	**2,432,952**
Gross Profit	**2,239,992**	**152,960**	**40,000**	**0**	**0**	**0**	**2,432,952**
Expenses							
Admin/Other	11,644	41,235	0	2,740	2,765	36	58,420
Air Specific Media	0	0	0	0	143,190	0	143,190
Content Creation	450	6,449	0	122,260	68,360	0	197,519
Digital Media	0	2,641	0	318,211	237,115	0	557,967
Grants Awarded	0	0	0	0	0	0	0
Personnel	50,312	385,150	0	174,858	194,858	0	805,178
Press Trips	0	10,000	6,000	27,000	27,000	0	70,000
Print Media	0	300	0	7,297	8,555	0	16,152
Public Lands Experience	0	0	65,645	0	0	0	65,645
Research	22,927	156	31,068	149	0	0	54,300
Social Media	0	2,200	0	145,380	201,950	0	349,530
Special Projects	0	56,910	840	10,000	0	600,000	667,750
Subcontractors	17,835	4,000	0	13,057	13,057	0	47,949
Travel/Meals/Entertainment	13,804	17,007	0	5,645	4,895	12	41,364
Visitor Centers	50,000	0	0	0	0	0	50,000
Websites and Apps	29,003	75	0	11,000	1,514	0	41,591
2024 Proposed Expenses	**195,975**	**526,122**	**103,553**	**837,597**	**903,258**	**600,049**	**3,166,555**
2022 Expenses	169,025	435,535	160,109	1,004,159	900,802	667,942	3,337,572
2023 Budget	221,047	530,476	105,250	830,268	952,726	955,196	3,594,963
2023 Actual/Fcst	231,168	567,272	174,758	851,964	998,964	950,048	3,774,174

Monthly Cash Flow													
	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024
Income		277,863	216,995	190,304	192,248	191,802	196,445	198,966	191,666	204,666	190,666	190,666	190,666
Expenses		241,827	256,782	154,240	250,076	232,405	364,460	259,333	185,033	288,050	247,854	379,904	306,587
Available Balance	0	36,035	-3,752	32,312	-25,517	-66,120	-234,136	-294,503	-287,871	-371,255	-428,443	-617,682	-733,603





2024 Plan & Budget Recommendation

September 2023

TAPP Principles

- Trails, Summer and Winter
- Synergies
- Efficiencies, Technology, Learning
- Nimbleness and Speed

Challenges

- TAPP Revenue declines, 6A
- LMD Revenue declines, tourism
  - Winter, mostly
  - Record capital spending in ski resorts
    - No spending at CB
  - Summer competition
    - Durango, Snowmass, Telluride, Bentonville, Sun Valley
- Private capital funding for startups
- Office and warehouse space for startups
- Headwinds for higher education

LMD Collections YTD

- Through July, LMD collections are down 7.6% (pg 2)
- Our budget assumes a 10% decline for 2023 as a whole

OEDIT Report: Tourism Growth and ROI

2018-2022 Cumulative Totals (pg 6)

- Marketing Spend $9.33 million
- Visitor Spending $1.449 billion
- Earnings (tourism wages) $385.2 million
- Tax Receipts $95.8 million

Incremental Growth with 2018 baseline

- Visitor Spending +$206.1 million
- Earnings +$31.7 million
- Tax Receipts +$15.8 million

Incremental ROI with 2018 baseline

- Visitor Spending +2,200%
- Earnings +340%
- Tax Receipts +170%

Stean
Expa

Brian Head Resort, UT: Terrain Expansion

Cycling's stadium: Durango Mesa Park Foundation ready to build Colorado's biggest bike park

Al ig

— bigger than Vail ... on a

Utah resort for skiers only

Plan for $3.2 billion Deer Valley expansion includes 3,700 new acres of ski terrain plus a village built by the developer of posh New York City residential towers



The current expansion plan for Brian Head. Photo Credit: Life of Brian Head, Utah Facebook

Tourism Budget

- Flat in 2024 (pg 20)
  - Grant cycle transitions
- Continued focus on trails, public lands and extreme skiing
- Focus on continuing to drive airline bookings
- Continue to drive lodging revenues

Stewardship

- STOR Communications subcommittee
- Doo Colorado Right (pg 8)
- Data Research

- NFF contribution will come directly from LMD Board as opposed to through TAPP

Western Mountain Sports

- Athlete numbers down (pg 9)
- Mtb down 37%

- Program cut for 2024 Budget
- Opportunity in tourism crossover





Blister Labs + Outdoor Industry Engineering Programming

BOCC Meeting
Sept 2023

University of Colorado Boulder

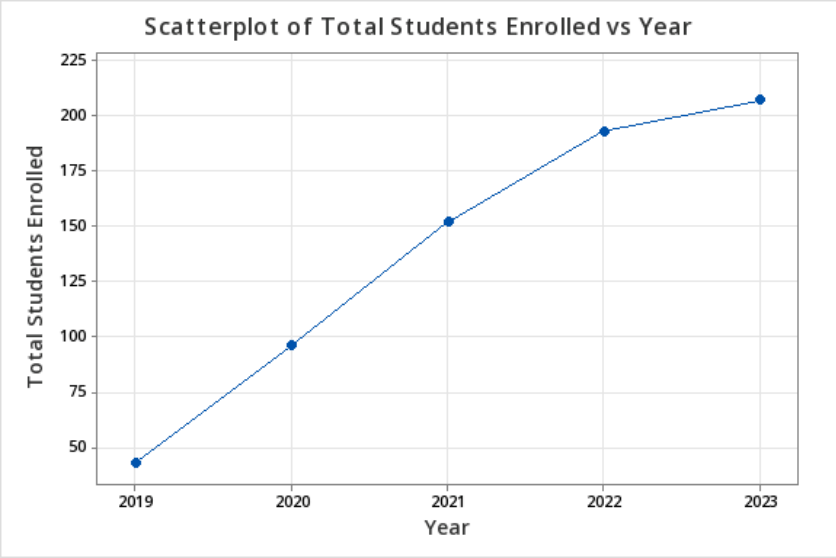
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PARTNERSHIP PROGRAM
COMPUTER SCIENCE & ENGINEERING

BLISTER LABS

Rady Updates: Recruitment & Retention

- **85%** of Rady Partnership students are interested in Outdoor Industry-related projects
- Multiple Rady Partnership students were **transfers** from School of Mines, Vermont, & Utah, and all are interested in Outdoor Industry related projects and classes
- **30% increase in applications** for partnership program students for Fall 2022
- **2 students** who transferred to BYU last year are transferring back due to the Outdoor Industry emphasis and opportunities available
- **90%** of Rady Partnership students want to stay in Gunnison or come back at some point after



Total Rady Partnership students in the program from Fall 2019 – Fall 2023

Rady Career Fair: Oct 19th-20th, 2023

- **First Annual Rady Career Fair** – October 19-20th
  - 12+ Companies
  - **OIE**, Manufacturing, Product Design, Aerospace
- **Two Industry Panels**
  - **OIE** and Manufacturing
- **150+ Rady Partnership students** have signed-up
- Sponsored dinner and breakfast
- Career fair, mock interviews, and activities with companies



University of Colorado Boulder
WESTERN COLORADO UNIVERSITY
PARTNERSHIP PROGRAM
COMPUTER SCIENCE & ENGINEERING

Conclusion

The program is a success, and we are continuing to grow!

However,

there is the potential of other competition if we don’t continue this momentum…

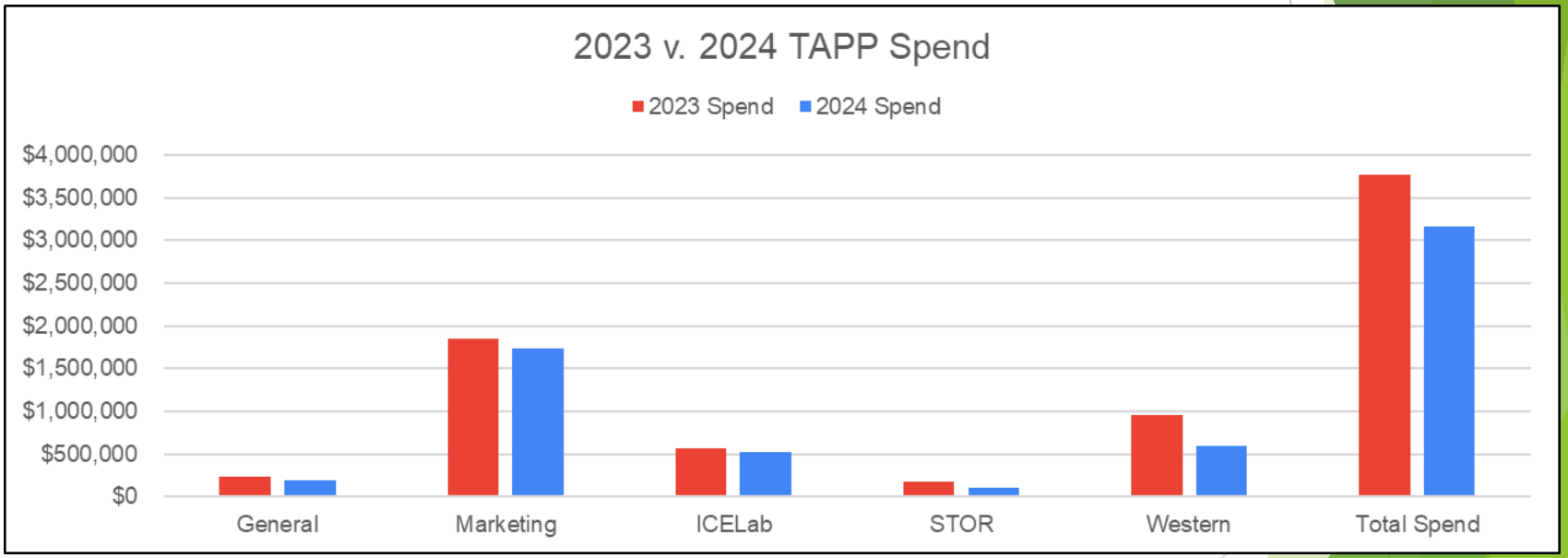
Economic Development Looking Forward

- Continue what works
  - Moosejaw Outdoor Accelerator
  - Outdoor Industry Funding Summit
  - Incubator in partnership with Startup Colorado
  - Teaching Entrepreneurship @ Rady
  - Local networking events
- Something new (pg 17)
  - Airport Displays of Local Products
  - Office and Warehouse Space

Budget Cuts

- Western Mountain Sports – $300k
- Blister Speaker Series - $50k
- Rady Capstone Projects - $40k
- Grant Cycle - $118k

LMD Recommendation: $2.24M of 2023 Collections + $734K of Reserves



In Summary

- Tourism slowdown is upon us
- Other uses of LMD funds have begun
- Now is the time to draw on reserves

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending the Gunnison River Valley Loc

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Gunnison Valley Local Marketing District Amendments to 2023 Budget.

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2023-__

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley Local Marketing District for fiscal year 2023 certain expenditures were not anticipated; and

WHEREAS, those expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Local Marketing District Fund. The expenditures are increased in the amount of $112,770 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-1 and 2022-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2023 and ending December 31, 2023; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT
91810000	57324		AMEND LOCAL MARKETING	47,675.00	
91810000	57350		AMEND LOCAL MARKETING	7,000.00	
91810000	57353		AMEND LOCAL MARKETING	21,000.00	
91810000	57460		AMEND LOCAL MARKETING	4,900.00	
91810000	57470		AMEND LOCAL MARKETING	12,700.00	
91810000	59028		AMEND LOCAL MARKETING	19,495.00	
			LOCAL MARKETING DISTRICT BUDGET AMENDMENT TOTALS:	112,770.00	-
			NET AMENDMENT:	112,770.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending the Gunnison County Housing A

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2023 Gunnison County Housing Authority Budget Amendments

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2023-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2023 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The expenditures are increased in the amount of $65,104 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-001 and 2022-002 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT
70737000	59999		UPDATE BUDGET	65,107.00	
			HOUSING AUTHORITY BUDGET AMENDMENT TOTALS:	65,107.00	-
			NET AMENDMENT:	65,107.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-15949; The Wooden Spo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewal for The Wooden Spoon

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/14/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

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

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

TAVERN LICENSE

ALCOHOL BEVERAGE LICENSE #03-15949

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

THE WOODEN SPOON LLC DBA THE WOODEN SPOON

228 ELCHO AVENUE

CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 03.07.2024 – 03.07.2025

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

Kathy Simillion 12-12-2023

Gunnison County Clerk Date Board of County Commissioners Date

Kathy Simillion

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

received
12-6-23

THE WOODEN SPOON
200 ANDERSON DRIVE
Crested Butte CO 81224

APPLICANT ID: 763258

Fees Due	
Renewal Fee	625.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$625.00

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

Colorado Beer and Wine License Renewal Application

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

Licensee Name THE WOODEN SPOON LLC		Doing Business As Name (DBA) THE WOODEN SPOON	
Liquor License # 03-15949	License Type Tavern (county)		
Sales Tax License Number 95015488	Expiration Date 03/07/2024	Due Date 01/22/2024	
Business Address 228 ELCHO AVENUE Crested Butte CO 81224			Phone Number 9709017098
Mailing Address 200 ANDERSON DRIVE Crested Butte CO 81224		Email woodenspoon countystore@gmail.com	
Operating Manager Heather Hahn	Date of Birth 9/20/84	Home Address 200 Anderson Dr CB, CO, 81224	Phone Number 970 901 7098

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

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

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

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

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

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

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

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

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business		Title
Fletcher Lombe Hall		owner
Signature		Date
		11/30/23

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

Local Licensing Authority For		Date
Gunnison County		12-6-23
Signature	Title	Attest
Kathy Semilion	County Clerk	

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

THE WOODEN SPOON LLC
dba THE WOODEN SPOON
228 ELCHO AVENUE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-15949	**March 07, 2025**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 12/12/2023 DO

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Interim Executive Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Minutes - 8/15/2023

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The draft 8/15/2023 BOCC meeting minutes are 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: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 15, 2023

The August 15, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Liz Smith, Acting Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner [REMOTE]	Others Present as Listed in Text

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This meeting was held from 8:30 am to 9:14 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Local Liquor Licensing Authority meeting to order at 9:20 am.

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

1. Approval for Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; 9/14/2023 - 9/14/2024
2. Approval for Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2023 - 10/15/2024

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 9:21 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners regular meeting to order at 9:21 am.

AGENDA REVIEW: No changes to the agenda were noted.

SCHEDULING:

- Chairperson Houck stated that the Board will be in Marble and Somerset at the end of the month for the 5th Tuesday in August.
- The Mayors and Managers meeting for September 7th was noted for possible schedule conflicts.
- County Attorney Matt Hoyt noted that September 12th there would be a scheduled tour of the mine site at Mt. Emmons. He noted that he would try to attend, and stated he knew the commissioners all had conflicts with attending that day.
- County Manager Birnie advised that there was a senior property tax exemption appeal for which the Board would likely need to hold a special County Board of Equalization meeting on August 22nd. CA Hoyt confirmed that there is a statutory requirement for senior property tax exemption appeals to be heard between August 1st and September 1st.

MINUTES:

1. July 18, 2023 Regular Meeting. **Moved** by Commissioner Smith, seconded by Commissioner Houck to accept the minutes of the July 18, 2023 regular meeting. Motion carried unanimously.

CONSENT AGENDA: Chairperson Houck stated that Consent Agenda Item #9 would need to be pulled from the agenda for further discussion. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Consent Agenda, with the exception of Item #9, as presented. Motion carried unanimously.

1. Acceptance of Appointments; US Department of the Interior, US Fish and Wildlife Service; Nathan Darnell as Alternate Member to the Gunnison Basin Sage-grouse Strategic Committee; Finishing term ending 2/1/2024 for prior Alternate Creed Clayton
2. Authorization for County Manager's signature on final DocuSign; Standard Agreement and General Conditions Between Owner and Constructor; Adena Corporation; for renovation of the Gunnison County Division 3 Shop (Crested Butte); Effective date of signing; $1,385,882
3. Approval for two (2) Provider Agreements; RE1J School District and Gunnison County Juvenile Services Department; for 1) Clinical Case Managing Coordinator services ($25,000), and 2) Direct Services through SEL Coordinators ($25,000), Family Advocacy Support Team (FAST) and Wraparound Services, and FAST Review Team ($15,000); 8/15/2023 - 6/30/2024
4. Approval for Development Improvements Agreement for Driveway Plan; Leigh Marie LLC, 7777 CR 887, Gunnison, Colorado

5. Acknowledgement of County Manager's signature; Assumption of Fire Control Duty to Colorado Department of Fire Prevention and Control (DFPC); Effective 7/27/2023
6. Acknowledgement of County Manager's signature; USDA Forest Service Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests Emergency Facilities & Land Use Agreement Number 1282X923K4027; Gunnison-Crested Butte Regional Airport; for use of land/facilities as a helibase during Lowline Fire; Effective 7/29/2023; $100 per day of use
7. Acknowledgement of County Manager's signature; USDA Forest Service At-Incident Management Support (AIMS) Branch Emergency Facilities & Land Use Agreement Number 1202RZ23K4082; Gunnison County Fairgrounds; for use of fairground land/facilities as a Base Camp during Lowline Fire; Effective 7/27/2023; $600 per day of use, up to $50,000
8. Approval for Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property; USDA Forest Service; Gunnison County Public Works; requesting changes to Kebler Pass Winter Trailhead permits
9. PULLED FOR FURTHER DISCUSSION: Approval for Colorado Department of Human Services, Behavioral Health Administration Contract 24 IBEH 183800; for prevention of people with behavioral health disorders becoming involved or further penetrating into the criminal justice system; Effective date of signing - 6/30/2024; $721,511
10. Approval for Sawtooth Phase 2 Design-Build Agreement; Fading West Construction LLC; for total design, engineering, permitting and construction of two buildings with 15 apartments in each; Effective date of signing; $337,870

PULLED FOR FURTHER DISCUSSION:

1. Consent Agenda Item #9: Approval for Colorado Department of Human Services, Behavioral Health Administration Contract 24 IBEH 183800; for prevention of people with behavioral health disorders becoming involved or further penetrating into the criminal justice system; Effective date of signing - 6/30/2024; $721,511. Commissioner Houck asked Clerk to the Board Melanie Bollig for the reason this item had needed to be pulled. Clerk Bollig explained that the State had emailed her the night before with a minor change that would allow 10 days' time to submit reports, increasing it to 30 days' time. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Consent Agenda #9, understanding there will be a difference in the reporting time that will be increased to 30 days, and that this is the only substantive change to the contract as it was put into the packet. Motion carried unanimously.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion.

1. National Forest Payment; Title I Allocation. CM Birnie explained that the County annually receives Type I federal funding as a result of the Secure Rural Schools Act, which comes to Counties primarily for road and bridge work as well as schools to be divided at an approximate 50/50 split. Any amount of those funds that is retained by the County is then deducted, dollar-for-dollar, from PILT funding. In the past, previous BOCCs have authorized CM Birnie to transfer all Title I funding received to the School District in order to maximize the amount brought into the community. This year, $641,747.71 will be received and PILT will likely be fully funded, so he asked the Board for approval to move forward with the historical approach of passing all federal Title I funds to the School District. **Moved** by Commissioner Houck, seconded by Commissioner Smith to authorize the Title I allocation within the SRS distribution to Gunnison County to be released to the School District as per the discussion today. Motion carried unanimously.

KEBLER PASS TRAILHEAD; WINTER PERMIT PARKING AND STAFF RECOMMENDATIONS: Assistant County Manager for Public Works Martin Schmidt was present for discussion.

ACM Schmidt informed the Board that he made permitting tweaks based on public feedback, and he plans to keep to the program outlined in his memo for the 2023 season. He asked for Board approval of his recommended approach. In the past, it cost at least $208 per parking lot to plow, so he would prefer to raise the permit fee from $125 to $200 in order to help cover the actual costs. County Attorney Matthew Hoyt added that, if the area land exchange is finalized, County costs will increase further. ACM Schmidt indicated that, during the previous winter season, plowing was done at approximate two-week intervals. Each property owner is eligible to purchase two permits, which would include up to one vehicle tag, one trailer tag, and five snowmobile tags per permit purchased. There are 56 parking spots available, and there is customarily demand for additional spaces. **Moved** by Commissioner Houck that for the 2023/2024 winter parking at the Kebler Pass trailhead, we follow the staff recommendation of two permits offered per qualifying residential property until no spots are available, and with a parking permit the following will be made available: one licensed snowmobile trailer tag permit per property, and up to five licensed snowmobile tags per property, the fee will be $200, and the caveats of having a septic system and not being in violation of codes, and all those included in the memo apply as well. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS; AT-LARGE APPOINTMENT TO THE SUSTAINABLE TOURISM AND OUTDOOR RECREATION (STOR) COMMITTEE.

The Board discussed the applications submitted by Bruce Mullin, Jr. (aka, "LB") and Hedda Peterson, and their backgrounds and strengths were highlighted. The Board agreed that both would fit the role quite well, though only one can be appointed at this time. **Moved** by Commissioner Houck, seconded by

Commissioner Smith to appoint LB to the STOR committee, based on the discussion. Motion carried. While Commissioner Daniels preferred to appoint Ms. Peterson and did not vote in favor of the motion, she stated that she believes Mr. Mullin will do a fine job in the position.

LOT CLUSTER; WESTERN STAR NO. 4 AND 5 LODE MINING CLAIMS, U.S. SURVEY NO. 8138, QUARTZ CREEK MINING DISTRICT; GAGE PITKIN HOLDINGS, LLC; LUC-23-00029. Planner I Rachel Blondy was present for discussion, and she explained that the two lots must be clustered in order for the owner to legally access and build on them. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the lot cluster for LUC-23-00029 with full signature of the Board on the documentation. Motion carried unanimously.

TOWNHOME PLAT AMENDMENT; LUC-23-00034; BASIN REAL ESTATE HOLDINGS, LLC; BASIN MOUNTAIN VILLAGE – PHASE 2; SITUATED WITHIN SECTION 7, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO. Planning Director Hillary Seminick was present for discussion, and she explained that action today would memorialize construction of the 12 townhome units. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the townhome plat amendment LUC-23-00034, Basin Real Estate Holdings, LLC, as presented today and authorize the Chair's signature on the plat. Motion carried unanimously.

UNSCHEDULED CITIZENS. There were no members of the public present for comment.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Congresswoman Lauren Boebert. Commissioner Smith stated that she met with Ms. Boebert on 8/14/23 to discuss housing and infrastructure needs related to roads and utilities, immigration, water needs and benefits in the high country, and the GMUG Forest Revision Plan.
2. Opioid Abatement Conference in Montrose. Commissioner Smith confirmed that she planned to attend this conference this week. She will present on data infrastructure and how it relates to accountability and transparency.
3. Colorado Counties, Inc. Executive Director Search. Commissioner Smith stated that CCI is hiring a new Executive Director, and that nearly 30 applications have been submitted. She will be meeting with the group in early September to help review the applications, and she stated that she is pleased to be able to participate in the hiring process.

Commissioner Daniels:

1. Gunnison Valley Regional Housing Authority. Commissioner Daniels informed the Board that the owner of the Frontier Land Mobile Home Park has decided to make upgrades to the Park, which will temporarily displace 12 families. GVRHA Executive Director Andy Kadlec is working to locate interim housing for the families.
2. Housing Task Force Launch. Commissioner Daniels informed the Board that the Task Force launched last week, and it is comprised of various professionals working on housing in and around Gunnison County. She is hoping the Task Force will provide broad community collaboration after it gets going.

Commissioner Houck:

1. GMUG Forest Plan. Commissioner Houck stated that the County has received the lengthy draft Plan, and he has worked with CA Hoyt to request a 30-day extension on the comment period. He anticipates that other counties will request the same extension, and he will provide additional updates during a future meeting.
2. Bureau of Land Management's Gunnison Sage-grouse Resource Management Plan. Commissioner Houck stated that he and Jim Cochran have met with the BLM to discuss the RMP, and that the discussions have been fruitful and meaningful.
3. Road Issues. Commissioner Houck expressed appreciation for Assistant County Manager for Public Works Martin Schmidt's timely assistance with concerns expressed by the public.
4. Fire Meeting. Commissioner Houck stated that he attended the recent fire meeting, and he noted that input from staff has been very helpful to keep the Board connected and updated. He expressed his appreciation of the work done by the Type I team.
5. John Swartout. Commissioner Houck asked that Gunnison County find a way to express appreciation for outgoing CCI Executive Director John Swartout for all of his assistance over the years.

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:21 am.

_____

Jonathan Houck, Chairperson

_____
Liz Smith, Acting Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

(Unavailable – no signature)
_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Minutes - 8/22/2023

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The draft 8/22/2023 BOCC meeting minutes are 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: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
August 22, 2023

The August 22, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

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

TREASURER'S REPORT: County Treasurer Debbie Dunbar was not present for discussion. The Board did not pose any questions regarding the reports supplied in the meeting portfolio. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve the Treasurer's Report and authorize the Chairperson's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Perry Solheim was present for discussion, and answered all questions to the Board's satisfaction.

1. August 2023 Accounts Payable Report. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to accept the August 2023 vouchers in the amount of $4,051,971.44. Motion carried unanimously.
2. July 2023 Cash Transfer Report. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to accept the July 2023 cash transfer in the amount of $8,261,252.00. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting at 8:40 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

(Unavailable – no signature)
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes - 12/5/2023

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The 12/5/2023 draft meeting minutes are 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: 12/8/2023

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

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 5, 2023

The December 5, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 4:16 pm.

CONSENT AGENDA:

1. Alcohol Beverage License #03-20000, Red White & Booze, LLC, dba Red Mountain Liquors, 81 Gillaspey, Crested Butte, CO 81224; 10/22/2023 – 10/22/2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve the Alcohol Beverage License as presented. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 4:16 pm.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 4:16 pm.

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

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve the Consent Agenda. Motion carried unanimously.

1. Eligible Governmental Entity Agreement between the Colorado Statewide Internet Portal Authority and Gunnison County
2. Letter of Support; Western Colorado University's Funding Request to the Colorado Opportunity Scholarship Initiative (COSI)
3. Department of Local Affairs Administrative Planning Grant; Support Phase II of 3-Mile Plan Project; $25,000; Letter of Support; Resolution Approving the Grant Application for an Administrative Planning Grant from the Colorado Department of Local Affairs (DOLA)
4. Colorado Health Foundation General, Grants Terms, Conditions, and Understandings Grant Agreement; Gunnison Hinsdale Early Childhood Council - Family, Friend, and Neighbor Caregiver Program; 12/1/2023 – 11/30/2025; $50,000
5. Order Form; Flock Group, Inc.; Hardware and Software for Vehicle License Plate Reading Camera System; 12-Month Term; $15,750
6. Federal Aviation Administration (FAA) Notice of Approval for Passenger Facility Charge (PFC) No. 23-07-C-00-GUC at Gunnison-Crested Butte Regional Airport (GUC) and Use of PFC Revenue at GUC; Charges Expiration Date 7/01/2028; $931,049
7. Customer Services Agreement; Triad Resource Group, LLC; 1/1/2024 - 12/31/2024; $11,267

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie and Assistant County Manager for Community and Economic Development Cathie Pagano were present for discussion.

1. Sawtooth Project Update. CM Birnie informed the Board that people have been moved into the first few units and that the project is progressing well. Design work for Phase II has been done, and he likes the way it is going. Phase II will look more like an apartment building, which will include geothermal heating. The County is within budget contingencies. Commissioner Smith asked about other public multi-family projects using geothermal in Colorado, and neither CM Birnie nor ACM Pagano were aware of any. He noted his hope that our success will prompt other entities to pursue geothermal for their own housing projects.
2. Whetstone Project Update. CM Birnie informed the Board that the team has been working toward a 2/9/2024 submission to the Planning Commission, and that he is pleased with the progress. Commissioner Houck asked for clarification of the process since the Board is both the applicant and the review body. ACM Pagano confirmed that the public hearings will be held jointly and that the hearings will likely take place in the April/May 2024 timeframe. CM Birnie noted that the project is under an incredibly tight timeframe because of the requirements associated with the $10M grant, but that he would try to accommodate Gunnison and Crested Butte spring break calendars. ACM

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Pagano stated that she may ask the Planning Commission to hold special meetings in order to meet the required timelines, which CA Hoyt confirmed is required by the Gunnison County Land Use Resolution in this type of instance.

ONE VALLEY RESILIENCY ROADMAP (OVRR) ENDORSEMENT: ACM Pagano and others from her department were present for discussion.

ACM Pagano stated that the City of Gunnison and Mt. Crested Butte are also evaluating endorsement. She provided a summary of the project as outlined in the meeting materials. The Board didn't have any questions, and they expressed their support of the OVRR. Commissioner Houck noted that there was some initial skepticism at the start of the One Valley Prosperity Project, but that it ended up being very successful, and that the OVRR builds upon the OVPP's success. Lastly, ACM Pagano stated that the Colorado Department of Local Affairs (DOLA) has some grant funding available for communications work, and she intends to submit an application.

1. Resolution; Endorsing the Goals of the One Valley Resiliency Roadmap. Moved by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-25, a Resolution Endorsing the Goals of the One Valley Resiliency Roadmap. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Smith:

1. Food Pantry Update. Commissioner Smith stated that she went to the Pantry's annual meeting earlier in the day at 5Bs restaurant. The presentation during that meeting illustrated the meaningful impact that the Pantry has had on the community. She also relayed the Pantry's expressed appreciation for the County's support, including the recent employee food drive.
2. Crystal River Steering Committee. Commissioner Smith informed the Board that the Committee met the day before and that the December meeting would be held the following week. The November meeting was productive, and the December meeting should result in a better sense of consensus. The group may pursue an IGA with local governments. Good progress is being made, and the facilitation efforts will wrap up in January.
3. Celebration of the Day of the Migrant. Commissioner Smith informed the group that she attended this event last Saturday, and she spoke on behalf of the County. It was hosted by the City of Gunnison and held at the fairgrounds. She relayed to the Board that people are appreciative that the County is working with Federal partners to improve immigration policies.
4. Southwest Colorado Opioid Regional Council Update. Commissioner Smith informed the Board that the Council is beginning the grant-evaluation process. Applications have been submitted, and she is excited to see what kinds of submissions have been collected. The State-level opioid working group is also making good progress. The Council is at the point where a formal request for resources will be submitted to the State. The work being done within Colorado appears to be intriguing others at the national level.
5. Colorado Counties, Inc. (CCI) Winter Conference. Commissioner Smith told the Board that the conference went very well and that there were great panel discussions. She was impressed with the data related to attainable and affordable housing, particularly with respect to public perceptions. At the same time, issues expressed during the previous session have yet to be addressed, and that has caused some frustration.

Commissioner Puckett Daniels:

1. Gunnison Valley Regional Housing Authority (GVRHA) Update. Commissioner Daniels informed the Board that GVRHA Executive Director Andy Kadlec has resigned, and that the GVRHA is currently going through a hiring process to find a suitable replacement. Chief Financial Officer Perry Solheim will serve on the hiring committee, and GMP will assist with recruiting for the position. Discussions about designating an interim director and the transition timeline will be discussed by GVRHA on Friday.
2. Sustainable Tourism and Outdoor Recreation (STOR) Committee Update. Commissioner Daniels informed the Board that last week's STOR meeting included robust conversations. She anticipates that STOR will request funding next year, in one form or another, from either the Board or the Local Marketing District (LMD). Commissioner Houck indicated that CA Hoyt may need to advise the Board on what it and/or the LMD can legally provide funding for in response to the anticipated request(s). Commissioner Daniels noted that the Committee needs to assess possible signage/communication needs, recreational infrastructure, and stewardship/enforcement positions; and the Tourism and Prosperity Partnership (TAPP) is also considering applying for funds for these types of needs. Commissioner Houck noted that Forest Service (FS) enforcement officers have been out with injuries and not replaced in the past couple of years, which is a situation that needs to be addressed. CA Hoyt stated that the FS has actually gone forward with deemphasizing law enforcement in plan management. Commissioner Daniels opined that local short-term solutions may need to be sought in the FS is not going to meet its obligations, though CM Birnie cautioned that short-term solutions may

extend into the Federal government relying on those funds for the long-term. Conversations will continue at the STOR level.

Commissioner Houck:

1. Absent from Remainder of Meeting. Commissioner Houck left the meeting at 5:20 pm in order to attend an important Bureau of Land Management (BLM) meeting in another location. CM Birnie indicated that he did not anticipate a great deal of public comment during the budget public hearing scheduled for later on the agenda. Commissioner Houck confirmed that he would listen to the meeting recording, if needed. Commissioner Smith assumed the role of Acting Chairperson for the remainder of the meeting.

Commissioner Puckett Daniels (continued):

3. POST Board Meeting. Commissioner Daniels stated that she attended a recent meeting as a representative of local government, whereas she has previously attended as a private citizen. She noted that a massive revamp of law-enforcement education is happening, and she has been offering advice as she has a Master's degree in Education. She will be serving on an alignment committee.
4. Rural Transportation Authority Subcommittee. Commissioner Daniels stated that the Subcommittee is working on selection of a firm for strategic planning efforts, with the hope of an eventual plan being completed by October 2024.

BREAK: The meeting recessed from 5:23 until 5:30 pm for a short break and then again from 5:30 to 5:45 pm in order to hold the below public hearing.

PUBLIC HEARING; PROPOSED 2024 GUNNISON COUNTY BUDGET:

1. Open Public Hearing. Vice-chairperson Smith opened the Public Hearing at 5:30 pm.

2. Public Notice Confirmation. Clerk to the Board Katherine Haase confirmed that the Public Hearing had been properly public noticed.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. CFO Solheim stated that slight changes had been made to the budget document since the last iteration placed before the Board, but that no changes were substantive.

    a. Cost of Living Allowance (COLA) for Employees. CFO Solheim stated that a 5.5% COLA was built into the budget, as was an average of 2.6% for step increases.
    b. Health Insurance Premiums. CFO Solheim confirmed that the premiums would remain the same as in 2023.
    c. Capital Improvement Projects (CIP). CFO Solheim noted that messaging will be considered in order to avoid the misconception that projects contained within the CIP document are actively being sought and planned.
    d. Property Tax. CFO Solheim explained that he made the decision to create the budget documents with the best approximation of what property taxes will be in 2024. He stated that his is comfortable with that approach since the budget can be amended in the future, if needed.
    e. Housing Authority Fund. CFO Solheim stated that there will be both capital expenses and operational expenses included in the HA's 2024 budget, due to the completion of County-managed housing units.
    f. Sales Tax. CFO Solheim confirmed that a possible 8.5% increase has been included in the budget.
    g. Property Tax. CFO Solheim stated that property tax will be levied at a roughly 5.5% increase.
    h. Severance Tax and Coal Lease Taxes. CFO Solheim stated that he expects these to remain the same in 2024.
    i. Workman's Compensation Pool and Property Liability Pool Costs. CFO Solheim stated that these will both increase due to inflation.
    j. Overall Account Balances. CFO Solheim indicated that the budget represents a $1.3M reduction in overall County funds, which is appropriate to ensure that we don't have fund balances larger than needed.
    k. Utility Rates. CFO Solheim informed the Board that water and sewer rates will increase by 4% in 2024, and that the landfill rates will broadly increase by 4%. Increasing the rates will help to ensure that the County will not have to make any dramatic increases for future equipment maintenance or replacement.

5. Applicant Presentation. N/A

6. Board Questions. There were no questions posed by the Board. Commissioner Daniels stated her appreciation for the work sessions and information supplied by staff, as the thorough information

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and analysis helped her to fully understand the budget. Commissioner Smith also expressed her appreciation.

7. Public Comments. No public comments were provided.

8. Acknowledge Correspondence Received. No correspondence was identified.

9. Applicant Response. N/A

10. Close Public Hearing. Vice-chairperson Smith thanked CFO Solheim for all of his work on the budget. She then closed the Public Hearing at 5:45 pm and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

ADJOURN: Vice-chairperson Smith adjourned the meeting at 5:46 pm.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-25

A RESOLUTION ENDORSING THE GOALS OF THE ONE VALLEY RESILIENCY ROADMAP

WHEREAS, the COVID-19 pandemic caused substantial disruption, requiring Colorado communities to partner across jurisdictional boundaries in order to effectively respond to change and elevate community assets to solve shared problems; and

WHEREAS, the "Colorado COVID-19 Regional Resiliency and Recovery Roadmaps Program" (henceforth "Roadmaps Program") has been funded by the U.S. Economic Development Administration and administered by the Department of Local Affairs (DOLA) Colorado Resiliency Office in partnership with the Office of Economic Development and International Trade (OEDIT), the Colorado Department of Labor and Employment (CDLE), and Community Builders; and

WHEREAS, the Roadmaps Program provided 16 Regional Community Teams in rural Colorado with the opportunity to work together through a two- year planning and implementation process to support diversifying and strengthening their economies while also building regional resiliency. Gunnison County was one of the 16 rural regions to receive Resiliency Roadmap grant funding from the State of Colorado Department of Local Affairs (DOLA); and

WHEREAS, building on the foundations of the One Valley Prosperity Project (OVPP) completed in 2016, the One Valley Resiliency Roadmap (OVRR) builds on the momentum and approach of the OVPP, which brought the Gunnison Valley together to create a strategic roadmap to collaboratively address shared regional challenges; and

WHEREAS, OVRR brought together the communities of the Gunnison Valley to address the shared regional

challenges that no one jurisdiction can address on their own. These include: housing affordability; land use, transportation and infrastructure planning; elevating civic capacity; taking action on climate change; advancing equity and inclusion; and maintaining and strengthening our sense of community as the valley continues to change; and

WHEREAS, OVRR provides shared goals to help regional partners work together to address the shared regional challenges. The jurisdictions of Gunnison County, City of Gunnison, Town of Crested Butte, and the Town of Mt. Crested Butte, as well as many other Gunnison Valley organizations, participated in the formation of the plan between early 2022 and autumn of 2023; and

WHEREAS, the OVRR engaged over 60 stakeholders and subject matter experts over a 12-month period to provide direction, develop goals and suggested strategies, priorities, and guide the work; and

WHEREAS, it is intended that the elected leaders of each of the four participating jurisdictions will consider acknowledging the recommendations contained in the plan and will, at the discretion of each jurisdiction, utilize it to guide future decisions in planning processes, policy development, and implementation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board recognizes the collaborative multi- jurisdictional effort of the OVRR, addressing the connectedness of our communities and future to work together in a coordinated way that advances strategies to realize our shared intentions. endorses the collaborative vision and goals of the OVRR and will, at its discretion, utilize the document as a guide to inform the County-specific implementation strategies and future decisions in strategic planning processes and policy development.

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels and adopted on this 5th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Daniels – yes; Houck – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023 - 26

A Resolution Approving the Grant Application for an Administrative Planning Grant from the Colorado Department of Local Affairs (DOLA)

WHEREAS, the Gunnison County Board of Commissioners authorizes application for the DOLA grant for the development of the Three-mile plan and associated code amendments. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County requests $25,000 from DOLA.

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

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

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels and adopted on this 5th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Daniels – yes; Houck – yes; Smith – yes.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Minutes - 12/12/2023

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The draft 12/12/2023 BOCC meeting minutes are 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: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 12, 2023

The December 12, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Housing Authority (GCHA) meeting to order at 8:31 am. Chief Financial Officer Perry Solheim was present for discussion. The Board clarified that the GCHA is a separate entity from the Gunnison Valley Regional Housing Authority.

2024 GUNNISON COUNTY HOUSING AUTHORITY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-001, a Resolution Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-002, a Resolution Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Housing Authority at 8:33 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison River Valley Local Marketing District meeting to order at 8:33 am. CFO Solheim was present for discussion.

2024 GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-1, a Resolution Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-2, a Resolution Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison River Valley Local Marketing District meeting at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners meeting to order at 8:34 am. CFO Solheim was present for discussion. Commissioner Houck confirmed that the documents available for approval were consistent with the previous budget work sessions and the budget public hearing that was held last Tuesday.

2024 GUNNISON COUNTY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Smith, seconded by Commissioner Daniels to approve Resolution #2023-27, a Resolution Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.
2. Resolution; Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. **Moved** by Commissioner Daniels,

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seconded by Commissioner Smith to approve Resolution #2023-28, a Resolution Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. Motion carried unanimously.

Commissioner Houck thanked CM Birnie and CFO Solheim for all of the work that went into preparing for this budget adoption.

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of County Commissioners meeting at 8:35 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2023-001

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of the Gunnison County Housing Authority did on the 5th day of December, 2023, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2024; and

WHEREAS, public notice of such budget hearing was published as required by law on October 18 and October 19, 2023; and

WHEREAS, the Board of the Gunnison County Housing Authority, after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison County Housing Authority have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the budget of the fiscal year beginning January 1, 2024, and ending December 31, 2024, which was considered at the public hearing on December 5, 2023, and finally accepted by the Board on the 12th day of December, 2023, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison County Housing Authority for the fiscal year 2024 beginning January 1, 2024, and ending December 31, 2024.

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels, and adopted this 12th day of December, 2023.

GUNNISON COUNTY HOUSING AUTHORITY

Daniels – yes; Houck – yes; Smith – yes.

(Note: This resolution has attachments that are not included in these minutes. The full resolution, complete with attachments, is available in the Gunnison County Clerk and Recorder's office.)

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2023-002

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of the Gunnison County Housing Authority has adopted a budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison County Housing Authority, be and the same hereby are appropriated for the lawful purposed and objectives of the Gunnison County Housing Authority during the 2024 fiscal year:

Gunnison County Housing Authority	$14,565,790
Total Appropriations	$14,565,790

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels, and adopted this 12th day of December, 2023.

GUNNISON COUNTY HOUSING AUTHORITY

Daniels – yes; Houck – yes; Smith – yes.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2023-1

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of the Gunnison County River Valley Local Marketing District did on the 5th day of December, 2023, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2024; and

WHEREAS, public notice of such budget hearing was published as required by law on October 18 and October 19, 2023; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison River Valley Local Marketing District have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the budget of the fiscal year beginning January 1, 2024, and ending December 31, 2024, which was considered at the public hearing on December 5, 2023, and finally accepted by the Board on the 12th day of December, 2023, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison River Valley Local Marketing District for the fiscal year 2024 beginning January 1, 2024, and ending December 31, 2024.

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels, and adopted this 12th day of December, 2023.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Daniels – yes; Houck – yes; Smith – yes.

(Note: This resolution has attachments that are not included in these minutes. The full resolution, complete with attachments, is available in the Gunnison County Clerk and Recorder's office.)

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2023-2

DRAFT

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of the Gunnison River Valley Local Marketing District has adopted a budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison River Valley Local Marketing District, be and the same hereby are appropriated for the lawful purposes and objectives of the Gunnison River Valley Local Marketing District during the 2024 fiscal year:

Gunnison River Valley Local Marketing District $3,400,000

Total Appropriations $3,400,000

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels, and adopted this 12th day of December, 2023.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Daniels – yes; Houck – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-27

A RESOLUTION ADOPTING A BUDGET FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado did on the 5th day of December, 2023 consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2024; and

WHEREAS, public notice of such budget hearing was published as required by law on October 18 and October 19, 2023; and

WHEREAS, the Board of County Commissioners, after considering the proposed budget at said public hearing did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of County Commissioners have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the budget of the fiscal year beginning January 1, 2024 and ending December 31, 2024, which was considered at the public hearing on December 5, 2023, and finally accepted by the Board on the 12th day of December, 2023, be and the same (and attached hereto) hereby is approved and adopted as the budget for the County of Gunnison, Colorado, for the fiscal year 2024 beginning January 1, 2024, and ending December 31, 2024.

INTRODUCED by Commissioner Smith, seconded by Commissioner Daniels, and adopted this 12th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Daniels – yes; Houck – yes; Smith – yes.

(Note: This resolution has attachments that are not included in these minutes. The full resolution, complete with attachments, is available in the Gunnison County Clerk and Recorder's office.)

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-28

A RESOLUTION APPROPRIATING REVENUES OF THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, has adopted a budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, in accordance with the statutes of the State of Colorado:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the County, be and the same hereby are appropriated for the lawful purposes and objects of the County of Gunnison during the 2024 fiscal year:

General Fund	$24,803,942
Road & Bridge Fund	6,938,520
Human Services Fund	5,862,137
Conservation Trust Fund	60,000
Sales Tax Fund	4,237,000
Land Preservation Fund	651,000
Mosquito Control District Fund	117,100
Sage Grouse Trust Fund	76,710
Risk Management Fund	100,000
Public Health Agency Fund	2,070,994
Public Trustee Agency Fund	95,840
Capital Expenditures Fund	1,085,882
Debt Service Fund	2,338,774
Airport Operations Fund	6,360,788
Gunnison County Sewer District Fund	1,695,350
Gunnison County Water District Fund	758,500
Solid Waste Fund	1,737,000
Internal Service I Fund	3,644,250
Internal Service II Fund	685,530
Internal Service III Fund	2,579,000
Gunnison Valley Transportation Authority	6,567,212
Gunnison Valley Health Fund	89,214,109
TOTAL APPROPRIATIONS	$161,962,537

INTRODUCED by Commissioner Daniels, seconded by Commissioner Smith, and adopted this 12th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Daniels – yes; Houck – yes; Smith – yes.

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *12/15/2023* to *1/31/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   December 19, 2023, 8:30 AM @ BOCC Boardroom

2. **BOCC Work Session CANCELED due to HOLIDAY**
   December 26, 2023

3. **Commissioner Houck Out of Office**
   December 26, 2023, All Day

4. **BOCC Regular Meeting**
   January 2, 2024, All Day @ BOCC Boardroom

5. **Mayors & Managers Meeting - Hosted by the Upper Gunnison River Water Conservancy District**
   January 4, 2024, 12:00 PM - 1:30 PM

6. **BOCC Work Session**
   January 9, 2024, All Day @ BOCC Boardroom

7. **BOCC Regular Meeting**
   January 16, 2024, All Day @ BOCC Boardroom

8. **BOCC Work Session**
   January 23, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Christmas Day & Business Day After - Offices Closed**
   December 25, 2023 - December 26, 2023

2. **Holiday - New Year's Day - Offices Closed**
   January 1, 2024, All Day

3. **Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
   January 15, 2024, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 19, 2023, 9:15 AM @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: The County will receive a small allocation for serving as the fiscal agent.

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, MOUNTAIN EXPRESS, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

THIS MEMORANDUM OF AGREEMENT ("Agreement") made effective the ___ day of December, 2023 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and the Mountain Express, a Transportation System, and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

Mountain Express provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Mountain Express.

Consistent with Gunnison County's strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Mountain Express shall furnish all vehicles, materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Mountain Express's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Mountain Express acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Mountain Express's performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Mountain Express fees as more specifically not to exceed One Hundred Thousand Dollars and No/100 U. S. Dollars ($100,000.00). Payment shall be made by Gunnison County to Mountain Express within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Mountain Express for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

4. INSURANCE.

Mountain Express agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Mountain Express shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Mountain Express will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Mountain Express shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Mountain Express during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Mountain Express's breach of this Agreement or of any of the County's or the RTA's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County and the RTA must be notified by the Mountain Express. Mountain Express shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Mountain Express's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent Mountain Express, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Mountain Express. Mountain Express shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Mountain Express agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Mountain Express to the County under this

Agreement. The Mountain Express shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Mountain Express is acting as an independent Mountain Express and not as an agent, partner, joint venture or employee of Gunnison County or the RTA. Mountain Express does not have any authority to bind Gunnison County or the RTA in any manner whatsoever.

Mountain Express acknowledges and agrees that Mountain Express is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or the RTA. Further, Mountain Express is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

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

In case of any claim that is subject to indemnification under this Agreement, Mountain Express will provide the County and the RTA reasonably prompt notice of the relevant claim. Mountain Express will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Mountain Express but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender the defense and settlement of any action or proceeding covered by this Section to Mountain Express or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement

includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Mountain Express agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Mountain Express shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Mountain Express shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Mountain Express represents and warrants to Gunnison County and the RTA that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Mountain Express, or be subjected to any discrimination by the Mountain Express upon which assurance Gunnison County and the RTA rely.

9. 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. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Mountain Express represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Mountain Express represents and warrants that he has been fully authorized by Mountain Express to execute the Agreement on behalf of Mountain Express and to validly and legally bind Mountain Express to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Mountain Express or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Mountain Express's obligations to provide insurance and to indemnify the County and the RTA will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

10. DELEGATION AND ASSIGNMENT.

Mountain Express shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

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. Upon termination, Mountain Express shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Mountain Express agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

Mountain Express represents and warrants to the County and the RTA as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Mountain Express has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Mountain Express's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Mountain Express has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Mountain Express receives in connection with any of the Services provided to County and the RTA. To the extent that Mountain Express is not permitted to assign any warranties or indemnities to the County, Mountain Express agrees to specifically identify and enforce those warranties and indemnities on behalf of County and the

RTA to the extent Mountain Express is permitted to do so under the terms of the applicable third-party agreements.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County, the RTA or Mountain Express receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Mountain Express has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Mountain Express shall not employ any person having such known interests. The Mountain Express shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Mountain Express represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Mountain Express by placing the Mountain Express's own interests, or the interests of any party with whom the Mountain Express has a contractual arrangement, in conflict with those of the County or the RTA. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Mountain Express written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation;

PROVIDED, HOWEVER, the any delay caused by the COVID-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

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

Scott Truex, Executive Director
Gunnison Valley Rural Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Mountain Express: Jeremy Herzog, Transit Manager
PO Box 3482
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS; FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Mountain Express and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Mountain Express's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

22. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Mountain Express shall be subject to financial audit by federal,

state or county auditors or their designees. Mountain Express authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Mountain Express. Mountain Express shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

Gunnison Valley Rural Transportation Authority

By: _____
Janet R. Farmer, Board Chair

Mountain Express

By: _____
Roman Kolodziej, Board Chair

APPENDIX "A"

SCOPE OF SERVICES

Mountain Express shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside in Mt. Crested Butte, Crested Butte and surrounding north valley communities, on a regularly scheduled basis as currently being provided.

- Work with necessary RTA and County staff to ensure all required compliance related to transportation program is met, including:
    - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
    - Maintain required transportation logs.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Mountain Express in the amount not to exceed $100,000 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Mountain Express.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: The County will receive a small allocation for serving as the fiscal agent.

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE BOARD OF TRUSTEES OF GUNNISON VALLEY HOSPITAL, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

THIS MEMORANDOM OF AGREEMENT ("Agreement") made effective the ___ day of December, 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center ("Senior Care Center") and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

Senior Care Center provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Senior Care Center. Gunnison County provides fiscal agent services for the RTA.

Consistent with Gunnison County's strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Senior Care Center shall furnish all vehicles, materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Senior Care Center's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Senior Care Center acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024 unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Senior Care Center performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Senior Care Center Senior Care Center fees as more specifically not to exceed Three Hundred Thousand Dollars and No/100 U. S. Dollars ($300,000.00). Payment shall be made by Gunnison County to Senior Care Center within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Senior Care Center for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

4. INSURANCE.

Senior Care Center agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Senior Care Center shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Senior Care Center will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Senior Care Center shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Senior Care Center during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred

Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Senior Care Center's breach of this Agreement or of any of the County's or the RTA's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County and the RTA must be notified by the Senior Care Center. Senior Care Center shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County or the RTA, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Senior Care Center's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Senior Care Center. Senior Care Center shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Senior Care Center agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Senior Care Center to the County or the RTA under this Agreement. The Senior Care Center shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Senior Care Center is acting as an independent Senior Care Center and not as an agent, partner, joint venture or employee of Gunnison County or the RTA. Senior Care Center does not have any authority to bind Gunnison County or the RTA in any manner whatsoever.

Senior Care Center acknowledges and agrees that Senior Care Center is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or the RTA. Further, Senior Care Center is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

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

In case of any claim that is subject to indemnification under this Agreement, Senior Care Center will provide the County and the RTA reasonably prompt notice of the relevant claim. Senior Care Center will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Senior Care Center but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender

the defense and settlement of any action or proceeding covered by this Section to Senior Care Center or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Senior Care Center agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Senior Care Center shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Senior Care Center shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Senior Care Center represents and warrants to Gunnison County and the RTA that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Senior Care Center, or be subjected to any discrimination by the Senior Care Center upon which assurance Gunnison County and the RTA rely.

9. 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. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Senior Care Center represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Senior Care Center represents and warrants that he has been fully authorized by Senior Care Center to execute the Agreement on behalf of Senior Care Center and to validly and legally bind Senior Care Center to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Senior Care Center or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Senior Care Center's obligations to provide insurance and to indemnify the County and the RTA will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

10. DELEGATION AND ASSIGNMENT.

Senior Care Center shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA

may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

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. Upon termination, Senior Care Center shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Senior Care Center agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

Senior Care Center represents and warrants to the County and the RTA as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Senior Care Center has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Senior Care Center's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Senior Care Center has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Senior Care Center receives in connection with any of

the Services provided to County and the RTA. To the extent that Senior Care Center is not permitted to assign any warranties or indemnities to the County and the RTA, Senior Care Center agrees to specifically identify and enforce those warranties and indemnities on behalf of County and the RTA to the extent Senior Care Center is permitted to do so under the terms of the applicable third-party agreements.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default, and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County, the RTA or the Senior Care Center receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Senior Care Center has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Senior Care Center shall not employ any person having such known interests. The Senior Care Center shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Senior Care Center represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Senior Care Center by placing the Senior Care Center's own interests, or the interests of any party with whom the Senior Care Center has a contractual arrangement, in conflict with those of the County or the RTA. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Senior Care Center written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the

control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the COVID-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

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

Scott Truex, Executive Director
Gunnison Valley Rural Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Senior Care Center: Wade Baker, Administrator
Gunnison Valley Health Senior Care Center
1500 W. Tomichi
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS; FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County, the RTA and Senior Care Center and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Senior Care Center's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

22. RECORDS.

Senior Care Center shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Senior Care Center shall be subject to financial audit by federal, state or county auditors or their designees. Senior Care Center authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Senior Care Center. Senior Care Center shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

Gunnison Valley Rural Transportation Authority

By: _____
Janet Farmer, Board Chair

Board of Trustees of Gunnison Valley Hospital
on behalf of the Gunnison Valley Health Senior Care Center

By: Shandy Kibler
Shandy Kibler, Assistant Administrator

APPENDIX "A"

SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside within the identified service area, on a regularly scheduled basis.

- Work with necessary County and RTA staff to ensure all required compliance related to transportation program is met, including:

    - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
    - Maintain required transportation logs.
    - Assist in collection of donated transportation monies.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Senior Care Center in the amount not to exceed $300,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Senior Care Center.
- Provide personnel to process referrals to the bus service so long as such personnel are available at the County's sole discretion.
- Provide regular and unscheduled maintenance on senior transportation vehicles (in addition to regular reimbursement) so long as parts, equipment, supplies and personnel are available to provide such maintenance at the County's sole discretion.

Agenda Item Submittal

Department Responsible for Item *	Community Development
Completion Deadline *	(This is the LAST possible date that you need the package back to your office.) 12/29/2023
Desired Agenda Date *	12/19/2023
Amount of Time Requested *	Consent
Action Requested	(Please select one or select "Other" and enter in field below.) Board of County Commissioners' Signature
Parties to the Agreement	Gunnison County and Gunnison Conservation District
Contact Name *	Aleshia Rummel
Contact Phone *	9707073047
Contact Fax Number	
Contact Address	
Contact City	
Contact State	
Contact Zip Code	
Contact E-mail address	
Term Begins	
Term Ends	
Grant Contract Number	
Agenda Item *	(50 Character Limit) – Example: Services Contract – ABC LLC. Sage Grouse consulting services Use ONLY letters, numbers and hyphens
Summary *	Contract for Sage grouse consulting services with Gunnison Conservation District

Fiscal Impact	12000
Amount Budgeted for this item	$ 12,000.00
Account Budgeted	01194010 57324
Comments to Reviewers	(Enter any comments you would like for the review committee.) Staff will provide signed copy from Gunnison Conservation District to Admin office. The contract has already been reviewed by CAO.
Submitted By*	Cathie Pagano
Submitter's email address*	cpagano@gunnisoncounty.org
Upload any supporting Documents	(Please upload any necessary supporting documents.) Agreement for Consulting Services for 2024.docx 45.32KB
Warning:	Before you submit an item for the contract routing process, please obtain signatures from the other party, so that the Board and/or County Manager can sign and execute the document.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is entered into this _____ day of _____ 2023 by and between the Board of Commissioners of the County of Gunnison, Colorado ("Gunnison County") and the Gunnison Conservation District ("GCD").

A. RECITALS

This Agreement is entered into with respect to the following facts:

1. Gunnison County is a statutory county authorized and empowered by the Constitution of the State of Colorado, various state statutes, and the common law to, among other things, regulate land use and development and to provide for the protection of land, water, wildlife, and recreational resources within Gunnison County.

2. GCD is a conservation district duly organized under the Colorado Soil Conservation Act, C.R.S. §35-70-101, *et seq.,* authorized and empowered to undertake certain actions to prevent and remediate the loss of soil and water through wind and water erosion and depletion of subsurface water resources. The boundaries of GCD encompass a substantial portion of Gunnison County.

3. Gunnison County has expended substantial efforts developing and implementing strategies for the protection and conservation of the Gunnison Sage-grouse ("GuSG"). Among those efforts has been the development of the *Action Plan and Goals (*"Action Plan"), the *Gunnison County Sage-grouse Conservation Action Plan* ("Conservation Plan"), the *Gunnison Basin Sage-grouse Strategic Plan* ("Strategic Plan") and the *Gunnison Basin Gunnison Sage-grouse Habitat Prioritization Tool* ("HPT").

4. In addition, the Gunnison County Land Use Resolution contains numerous provisions for protection of the GuSG and their habitats including a requirement that anyone proposing any surface disturbing activity within GuSG Occupied Habitat must request a pre-application conference among the applicant, the Gunnison County Wildlife Conservation Coordinator, and Colorado Parks and Wildlife (if determined necessary) to identify issues related to the proposed development and Gunnison Sage-grouse habitat and to identify potential solutions.

5. The Gunnison Basin Sage-grouse Strategic Committee is a formal entity of Gunnison County. Administrative and professional support is provided to the Committee by Gunnison County.

6. GCD has worked closely with landowners, Gunnison County, the NRCS, and various partners to restore GuSG habitat and develop agricultural practices that foster the protection and conservation of the GuSG. In this connection, personnel at GCD have developed knowledge and expertise concerning the GuSG.

7. Because of GCD's knowledge and expertise of the GuSG, Gunnison County and GCD desire to enter into an agreement whereby GCD personnel will provide the services set forth below to Gunnison County in its ongoing effort regarding the GuSG.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

GCD shall provide a qualified and competent wildlife biologist ("Wildlife Biologist"), as determined by Gunnison County, to perform and complete the work as more specifically identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services"). The Wildlife Biologist and will become familiar and work in accordance with the Action Plan, Conservation Plan, Strategic Plan, the HPT and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Services shall be diligently pursued, in a professional, timely and complete manner. Services shall be performed under the technical and professional oversight of the Director of Community and Economic Development. GCD shall furnish all materials, supplies and equipment necessary for GCD's personnel to perform and complete said Services.

All Work Product generated from Services rendered shall be and remain the property of Gunnison County.

No Services shall be performed except with the authorization of Cathie Pagano, Director of the Gunnison County Community Development Department.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless sooner terminated as provided herein.

3. COMPENSATION AND EXPENSES.

In exchange for GCD's performance of the Services identified herein during the term of this Agreement, Gunnison County shall pay GCD $50.00 per hour of time spent by GCD employees on the Services identified herein ("Compensation"). The parties agree that Gunnison County will not request and GCD will not provide Services for which the total Compensation exceeds $12,000 per year without the prior written consent of both parties.

GCD shall provide Gunnison County with a statement of Services rendered on or before the last day of each month and Gunnison County shall pay the Compensation to GCD on or before the last day of the following month.

The Compensation is intended to be full and complete payment to GCD for performance of the Services; no other compensation, payment or benefit of any kind shall be due or paid by Gunnison County to GCD.

GCD shall be reimbursed for reasonable and typical out-of-pocket traveling expenses incurred by its employees, including but not limited to mileage, airline travel, hotel and meals, provided such are directly associated with performance of the Services and, provided further, that such expenses are incurred and submitted according to Gunnison County's standard policies and rates. Mileage shall be paid for GCD's travel from Gunnison County's facilities in Gunnison to and from site inspections at a rate equal to the *United States Internal Revenue Service Standard Mileage Rates for Business, Medical and Moving.*

Invoices including itemized reimbursable requests and hours work on this contract shall be submitted to the Community Development Director for Gunnison County on a monthly basis for review and approval for payment.

4. INSURANCE.

GCD agrees that at all times during the Term of this Agreement that GCD shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies:

A. Worker's Compensation Insurance in accordance with Colorado and Federal law;

B. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurence.

C. Comprehensive automobile liability insurance on all vehicles owned or leased by GCD and used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for any injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injury to two or more persons in any single occurrence.

5. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, GCD shall be entitled to compensation for Services performed prior to the date of termination, provided such Services are reasonably satisfactory to the Gunnison County. Upon termination or at the end of the term of this Agreement, GCD shall forthwith provide to

Gunnison County all documents and other property used or generated as a result of this Agreement.

6. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to Gunnison County: Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

If to GCD: District Manager
Gunnison Conservation District
216 North Colorado St.
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

7. STATUS OF GCD; PAYMENT OF WILDLIFE BIOLOGIST SALARY

In carrying out its obligations and activities under this Agreement, GCD is not acting as an agent, partner, joint venture or employee of Gunnison County. Neither GCD nor its employees have any authority to bind Gunnison County in any manner whatsoever.

GCD agrees to pay the Wildlife Biologist the agreed upon salary for work done on behalf of the County, together with worker's compensation insurance, FICA, and FUDA, and provide for the withholding of employment taxes and reporting to the IRS.

8. NONEXCLUSIVE AGREEMENT.

GCD acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with other providers able to furnish the same or similar services, as it deems appropriate to do so.

9. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

10. COUNTERPARTS; EMAIL TRANSMISSION.

This Agreement may be executed by Email and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as through originally executed on one originally executed document. All email counterparts shall be promptly followed with delivery of original executed counterparts.

11. ENTIRE AGREEMENT; AMENDMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations, and representations pertaining to the obligations to be performed hereunder and may not be amended except in writing signed by both parties.

12. DELEGATION AND ASSIGNMENT.

GCD shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

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. 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 or the GCD of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON CONSERVATION DISTRICT

By: _____
Bill Ketterhagen, President

ATTEST:

_____
Secretary

APPENDIX "A"

SCOPE OF WORK OF SERVICES

Gunnison County
Gunnison sage-grouse
Land Use Permit Application Review Process;
Gunnison Basin Sage-grouse Strategic Committee Administration

Services shall be limited to: 1) accomplishing reviews for proposed land use applications and pre-application conference requests referred to the GCD by the Gunnison County Community Development Department or the Gunnison County Public Works Department; 2) providing support for and participation in Gunnison Basin Sage-grouse Strategic Committee meetings, subcommittee meetings and associated activities.

Services shall performed according to the following:

Land Use Permit Applications

The Wildlife Biologist will make best efforts for reviews to be conducted and completed within five (5) business days of request.

1. Application for land use related activities within mapped GuSG occupied habitat referred from Community Development or Public Works Staff
    a. Building, OWTS
    b. Land Use Change (Planning Commission Action)
        i. Minor Impact
        ii. Major Impact
    c. Access
    d. Reclamation
    e. Pre-application Conference
        i. Required for minor or major impact project applications
        ii. Required for any surface disturbing activity within GuSG habitat
        iii. May be requested by the parcel owner
            1. For a specific project
            2. For assessment of GuSG habitat values on parcel without a specific project being proposed
        iv. May be combined with permit application review if the proposed activity is
            1. In a developed area (subdivision, developed parcel, etc.)
            2. An addition or modification to an existing structure or facility

2. Determine location of parcel (CD or PW staff will have determined if it is in GuSG occupied habitat) using the Habitat Prioritization Tool
    a. In Tier 1 habitat
        i. Requires consultation with Colorado Parks and Wildlife (CPW)
            1. Onsite if determined necessary
            2. By conference if onsite is determined not necessary
            3. Document results of consultation in Site Specific Analysis
        ii. Mandatory Reclamation Permit
        iii. Determine if an onsite assessment is necessary to assess GuSG habitat/impacts of project (if a project is proposed) on habitat/GuSG
            1. If onsite is necessary, determine if there is legal access to the parcel
                a. If not immediately apparent, notify applicant that proof of legal, physical access is required
            2. If onsite is necessary, schedule with
                a. CPW staff
                b. CD staff
                c. PW staff
                d. Parcel owner/representative
            3. Prepare HPT maps for site visit participants
                a. Tiered habitat map
                b. Lek proximity map
                c. Scored habitat map
            4. Conduct onsite assessment
    b. In Tier 2 habitat
        i. May require consultation with CPW based upon review
            1. Location of parcel
                a. Near Tier 1 habitat
                b. Near a lek
                c. Features potentially important to GuSG
            2. Nature of project proposed
                a. Impact important habitat outside parcel boundaries?
                b. Have attributes of concern to GuSG?
            3. Determine if an onsite is necessary
                a. If it is, follow onsite process for Tier 1 habitat
            4. Reclamation Permit may be required for activities <10,000sqft surface disturbance
                a. If activities may result in noxious weed transmission to Tier 1 habitat
                b. Other factors indicate that permitted reclamation would be advantageous to GuSG habitat

c. Notify the referring Department if the review/final analysis is going to take longer than 5 days.

3. Prepare a formal GuSG Site Specific Analysis
    a. Based upon information available is there or could there be an adverse impact to GuSG or their habitats by the proposed activity or if no activity is proposed, if activity were proposed in the future?
    b. Determine if the impacts to GuSG and/or their habitats can be
        i. Avoided
        ii. Minimized
        iii. Mitigated
    c. Propose permit conditions and or actions accordingly
    d. Circulate draft Analysis to CPW and County staff participating in the review for concurrence
    e. Finalize Site Specific Analysis
        i. Final to
            1. Community Development
            2. Public Works
            3. CPW staff that participated

<u>Strategic Committee</u>

1. Membership
    a. Maintain a current list of members
        i. "Rolodex" member list with contact information
        ii. Email distribution list
        iii. Coordinate with County Administration staff on public seats
        iv. Coordinate with Community Development administrative staff
    b. Subcommittees
        i. Track status
            1. Standing
            2. Project based
        ii. Maintain membership list
        iii. Participate as necessary

2. Meetings
    a. Meeting location (currently, Planning Commission meeting room)
    b. Meeting date/time (currently monthly, 10am to 2pm)
    c. Agenda
        i. Draft
        ii. Consult with Executive Subcommittee as necessary
        iii. Coordinate with outside entities for specific agenda items of interest to Committee

iv. Publish agenda in two local newspapers
v. Work with CD administrative staff to post agenda on website and at official posting location

d. Attend
    i. Participate in discussion as necessary
    ii. Take working notes
    iii. Follow-up on any action items

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Third Amended and Restated Intergovernmental Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: $128,500

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/4/2023

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

Comments:
Legally sufficient. SO 12/12/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

THIS THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 ("Gunnison County"); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 ("Gunnison"); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 ("Mt. Crested Butte"); (collectively, the "Parties").

RECITALS

A. Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012 the Parties entered into an Intergovernmental Agreement (the "Agreement") establishing the Gunnison Valley Regional Housing Authority (the "Authority").

B. On August 22, 2017, the Parties entered into the First Amendment to the Agreement (the "First Amendment").

C. On November 10, 2022, the Parties entered into the Second Amendment to the Agreement ("Second Amendment").

D. The parties now wish to further amend and restate the Agreement in the form of this Third Amended and Restated Intergovernmental Agreement which shall remain in full force and effect for a period of three (3) years from the Effective Date, unless sooner amended by the parties hereto.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

ARTICLE I
ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the "Gunnison Valley Regional Housing Authority" (the "Authority").

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities: (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions.

A. *Minimum Functions*: the following functions shall be performed by the Authority, funded by the Parties, as described in Section 4.5:

   a. Executive Director: leading the day-to-day operations of the Authority, collaborating with the Board of Directors (Board) for strategic planning, supervising staff, Board and public relations, fundraising, budgeting, and financial management. Generally, the Executive Director leads the following minimum functions:

      1. Homebuyer education & eligibility underwriting;

      2. Engaging and educating with local and elected officials;

3. Coordinating and collaborating with other communities, state and federal agencies;

4. Grant seeking, fundraising, liaising with funding agencies; and

5. Working with the Parties to coordinate housing opportunities in each jurisdiction.

b. General personnel and operational requirements required to function as an Authority, in accordance with the terms of this Agreement;

c. Administration and monitoring of deed restricted properties within the boundaries the Authority; and,

d. Administration and implementation of the Gunnison Valley Home Energy Advancement Team (GV-HEAT) program.

B. *Property Management Services*: property management services may be performed by the Authority, as facilitated and defined by separate agreements and funding sources, for public and private developments targeting low to moderate income and workforce housing populations.

C. Additional Functions: as a matter of policy, the Authority maintains documented strategic planning goals ("GVRHA Strategic Plan") consistent with the Powers of the Authority, as provided by Section 2.1 of this Agreement, which are updated from time to time by the Board of Directors of the Authority and based upon available funding resources.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its monies in the manner provided in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects

separate and apart from the Authority. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or any similar relationship between the parties except as expressly provided by law or by the express terms of this Agreement.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II
POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;

i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;

j. To incur debts, liabilities, or obligations;

k. To sue and be sued in its own name;

l. To have and use a corporate seal;

m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

o. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

q. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time;

r. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution;

s. To advise local governments of the practical applications of local housing policy and infrastructure needs; facilitate partnerships to create housing; facilitate the establishment of a housing land trust; identify financing opportunities; and administer housing voucher programs.

ARTICLE III
ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors*. Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office*. Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies*. Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time and without cause. Furthermore, unless excused by the Board, if a director fails to attend three (3) regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board with approval of 75% of its full board of directors, and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors*. Directors shall receive no compensation for their services, but shall be entitled to the necessary and reasonable expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board*. Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of

seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq*.

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

a. *Election and Term of Office.* The officers of the Authority shall be appointed annually by the Board by a vote of the majority of its members. Each officer shall hold office until his/her successor shall have been duly appointed and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board by a majority vote of its members whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) President: The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) Treasurer. The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositaries as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All checks written from an Authority bank account over $10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or of the Executive Director when specifically authorized to do so by the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing

to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV
SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following, and as may be further defined by separate agreements approved by the Board:

a. federal, state, local and private grants or donations;
b. property management fees;
c. rents or other lease income;
d. interest on interest-bearing accounts;
e. proprietary revenue of the parties in accordance with this Agreement;
f. sales or use taxes levied in accordance with this Agreement and other applicable law;
g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited

thereby and will not impose an undue burden on any particular group of persons or businesses; and

b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority, beginning on January, 2024, in the total aggregate amount of Four Hundred and Nine Thousand Seven Hundred and Fifty ($409,750) The parties acknowledge that such funding may not be adequate to completely fund the Authority. Funding from each party shall be subject to annual availability and appropriation by the governing body of each party to this Agreement. If a party fails or refuses to make such an appropriation, such party reserves the right to terminate this Agreement pursuant Section 6.2 of this Agreement.

a. *Proportional Shares of Funding*. For the year 2024 the Parties agree that the responsibility for funding the functions set forth in section 1.3.A in the following amounts:

Gunnison County	$128,500
City of Gunnison	$93,750
Town of Crested Butte	$93,750
Town of Mt. Crested Butte	$93,750

For the years 2025 and 2026, the total funding for the Authority shall be agreed upon annually by the Parties by mutual agreement. In advance of annual funding commitments the Authority shall provide the parties with a written annual performance report by September 1 of each year. The written annual performance report shall include description and metrics of GVRHA performance against the schedule and workplan of the latest applicable GVRHA Strategic Plan adopted by the Board.

b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year, or the parties may elect to pay on a quarterly basis of each year in which the first quarterly payment shall be made no later than January 30th, the second quarterly payment shall be made no later than April 30th, the third quarterly payment shall be made no later than July 31st, and the fourth quarterly payment shall be made no later October 31st. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V
AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI
TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority

has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that, unless such withdrawing party fails or refuses to make an appropriation as set forth in Section 4.5 of this Agreement, such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII
GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

7.9 No Waiver of Governmental Immunity. The parties understand and agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by any party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

_____

Deputy Clerk to the Board

_____

_____, Chairperson

Date: _____

Approved as to form:

_____

County Attorney

CITY OF GUNNISON, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

City Attorney

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

TOWN OF MT. CRESTED BUTTE, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Landscaping Improvements Agreement for Landscaping

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: November 10, 2023 **Term Ends:** **Grant Contract #:**

Summary:

Lanscaping Improvement Agreement for 20143 Highway 135. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No. 2021-00043 regarding landscaping improvements.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** DBishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

LANDSCAPING IMPROVEMENTS AGREEMENT
FOR
LANDSCAPING AND VEGETATION PLAN OF RASK DIETRICH, 20143 HW 135

THIS LANDSCAPING IMPROVEMENTS AGREEMENT FOR 20143 HIGHWAY 135 ("Agreement") is entered into this 10 day of November, 2023 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 Rask Dietrich, 20143 Highway 135, P.O. Box 4372, Crested Butte CO 81224 ("Developer"), as follows:

1. PURPOSE. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No. 2021-00043 regarding landscaping improvements as identified on the site plan titled: *Berm Landscaping, Drainage and Erosion Control Plan* prepared by NCW & Associates, dated March 27, 2022 attached hereto and incorporated herein by reference as Appendix "A" ("Project"). The Project is located within Sections 27 & 34, Township14S, Range 85W 45.6 acres, County of Gunnison, State of Colorado, also known as street address 20143 Highway 135, Crested Butte, Colorado.

As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7, below ("Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such land use change permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. DEVELOPER BOUND. The Developer agrees to accept and be bound by the terms and conditions of Gunnison County's issuance of its approval of the Land Use Change Permit No. 2021-00043 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No. 2021-00043 as legal and valid and waives any defect therein.

3. INSTALLATION OF IMPROVEMENTS.

A. The Developer agrees to complete the Improvements as identified in paragraph 7 herein not later than August 31, 2024, acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any

required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

4. ESTIMATED COST. The total cost of the Improvements to be completed by the Developer is estimated currently to be Thirty-Three Thousand Seven-Hundred and No/100 U.S. Dollars ($33,700.00).

5. SECURITY. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project, and before conveying any portion of the Project, obtain and provide to Gunnison County a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of be Forty-Two Thousand One-Hundred and Twenty-Five and No/100 U.S. Dollars ($42,125.00) which is 125 percent of the currently estimated cost of the Improvements. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to its full amount upon presentation by Gunnison County to the Developer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer.

6. CERTIFICATION.

A. Not later than August 31, 2024, Developer shall certify to Gunnison County that the Developer's obligations regarding Improvements under this Agreement have been fully and faithfully performed. Upon receipt of such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County.

B. Not later than August 31, 2024, Developer shall provide to the Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. SCOPE OF WORK.

A. The scope of work to be done by the Developer is to acquire, plant and maintain the trees and bushes identified in attached Appendix "A", *Project Proposal.*

B. The conditions of this Agreement and Land Use Change Permit No. 2021-00043 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C. below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance by Gunnison County of all of the work described in paragraph 7A, above, Developer shall, at its own expense, make all needed replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain the full amount of security for up to two years following the acceptance of all of the work described in paragraph 7A above, as security to ensure such replacement.

8. DEVELOPERS' DEFAULT. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by certified mail with return receipt requested addressed to the Developer at: P.O. Box 4372, Crested Butte CO 81224. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion:

1. To specifically enforce the terms and conditions of this Agreement;

2. To draw upon or otherwise obtain the benefit of the security;

3. To exercise any other rights and obtain any other remedies provided by law;

4. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County, and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.

9. NOTICE. All notices and other communications required or permitted under this Agreement 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 to the required party at the following addresses:

GUNNISON COUNTY: Board of County Commissioners
of the County of Gunnison, Colorado
200 East Virginia
Gunnison, CO 81230

DEVELOPER: Rask Dietrich
P.O. Box 4372
Crested Butte CO 81224

10. RECORDING OF AGREEMENT. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

11. RETENTION OF POLICE POWERS. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

12. TRANSFER OR ASSIGNMENT. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

13. TITLE AND AUTHORITY. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project, and further represents and warrants, together with the undersigned individual, that the undersigned individual has full power and authority to enter into this Agreement. The Developer and the undersigned individual understand that Gunnison County is relying on such representations and warranties in entering into this Agreement.

14. LITIGATION. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

15. TIME OF ESSENCE. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

16. VENUE AND CHOICE OF LAW. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive 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. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

17. SEVERABILITY. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

18. ATTORNEYS' FEES. 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 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.

19. HOLD HARMLESS CLAUSE. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. ENTIRE AGREEMENT. This Agreement contains the entire and only agreement between the parties regarding Landscaping improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

BOARD OF COUNTYCOMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

RASK DIETRICH

By: _____
Rask Dietrich

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

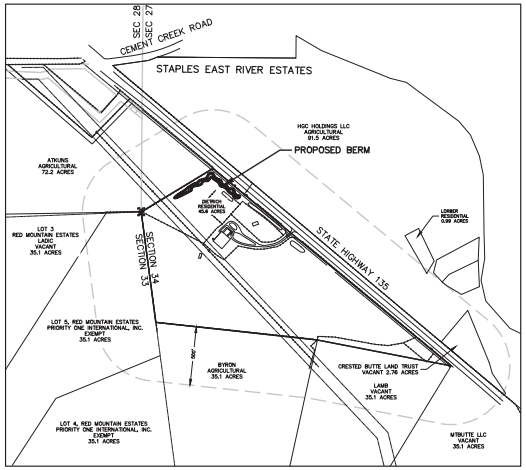
The foregoing instrument was acknowledged before me this 10 day of November 2023 by Rask Dietrich, Developer herein.

Witness my hand and official seal.
My commission expires: April 5 2027.

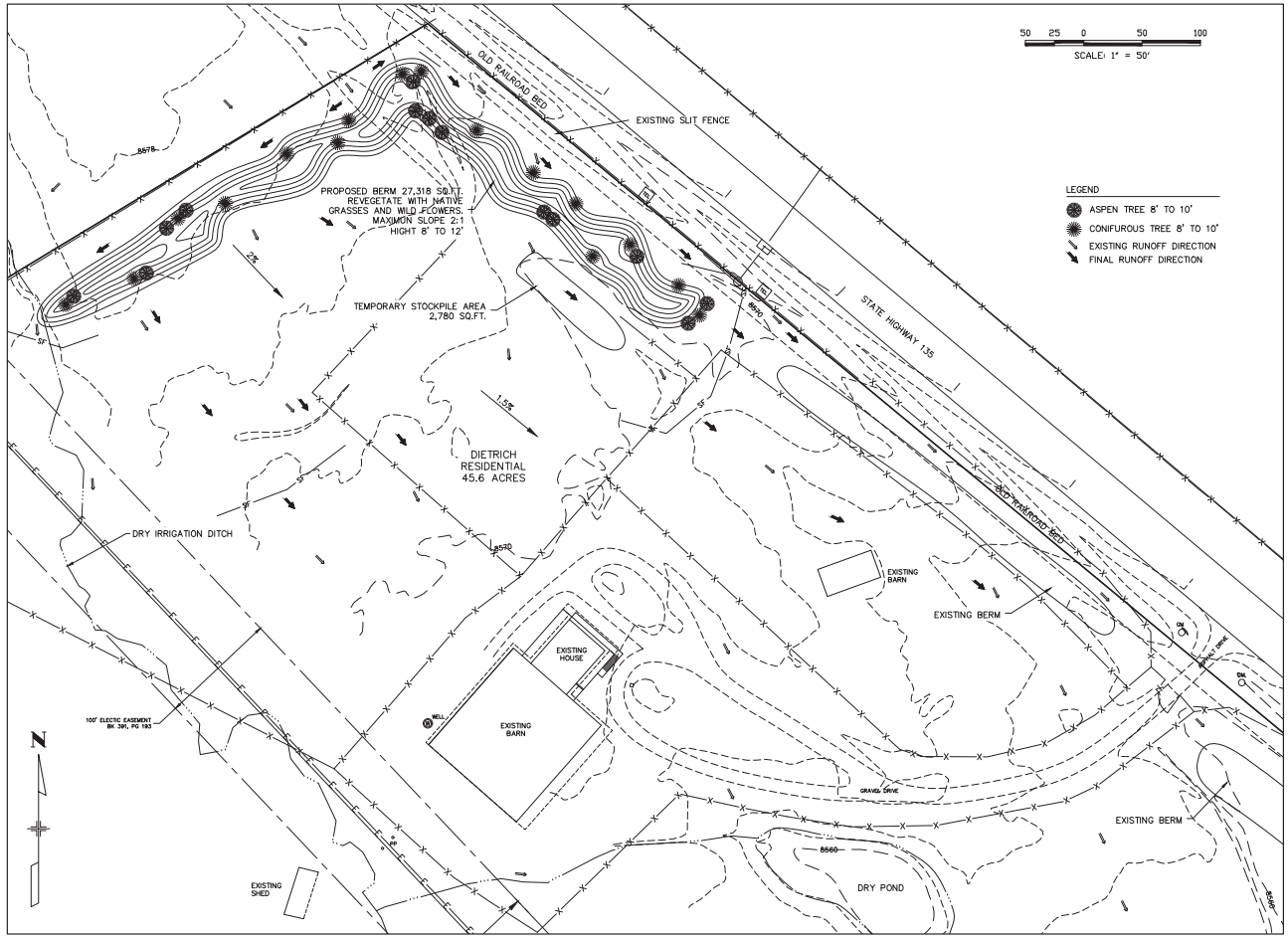
STEPHANIE HIGHTOWER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234012980
MY COMMISSION EXPIRES APRIL 5, 2027

_____
Notary Public
Address: 116 6th St. Crested Butte, CO 81224

Appendix A



VICINITY MAP
1" = 500'±



NOTES:

DRAINAGE AND ERISION CONTROL

1. THERE WILL NOT BE AN INCREASE IN RUNOFF FROM THIS PROJECT. SOIL IS BEING PLACE ON TOP OF SOIL. LOCALIZED EROSION AND CONCENTRATED RUNOFF WILL BE DEPOSITED AND DISSIPATED WHEN IT RUNS ONTO THE WHAT IS NOW A DRY PASTURE.

2. DUE TO THE FLAT GRADE AND THE LACK OF CONCENTRATED FLOW AT THE SITE, THE RUNOFF WILL NOT HAVE THE VELOCITY TO CARRY SILT OFF OF THE SITE. SILT FENCES ARE SHOWN TO BE INSTALLED IN LOW AREAS TO CATCH SILT IF THERE IS AN UNUSUAL STORM. ALL RUNOFF FROM THE SITE WILL REMAIN ON THE SUBJECT PROPERTY.

3. THE RUNOFF FROM THE PROPOSED BERM SITE WILL NEED TO TRAVEL OVER 2,500 FEET THOUGH DRIED UP PASTURES, DEPRESSIONS AND DRY PONDS BEFORE IT LEAVES THE PROPERTY. SITE OBSERVATIONS INDICATE THAT THE RUNOFF FROM THE SUBJECT SITE WILL NOT LEAVE THE PROPERTY.

4. THE OLD RAILROAD BED THAT RUNS ALONG THE EASTERLY SIDE OF THE PROPERTY PREVENTS RUNOFF FROM RUNNING INTO THE HIGHWAY ROADSIDE SWALE.

BY: _____
NORMAN C. WHITEHEAD, P.E.-P.L.S.
COLORADO NO. 27739

RECLAMATION PLAN AREA	
BERM AREA	31,121 SQ.FT.
STOCKPILE AREA	2,208 SQ.FT.
TOTAL	33,329 SQ.FT.

RECLAMATION AREA THIS PLAN	
BERM AREA	27,318 SQ.FT.
STOCKPILE AREA	2,780 SQ.FT.
TOTAL	30,098 SQ.FT.

CONTOUR INTERVAL: 2'

DIETRICH PROPERTY
20143 STATE HIGHWAY 135
GUNNISON COUNTY, COLORADO

BERM
LANDSCAPING, DRAINAGE AND
EROSION CONTROL PLAN

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
272 Goren St. Colorado 81224
(970) 349-6384 Fax (970) 349-6297

PROJECT: RASK	DWG.: RECL
DATE: 3/27/22	SHEET 1 OF 1

ORIGINAL SHEET SIZE: 24"x36"

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. 6 to Community Integration Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: United Healthcare Services, INC

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

Summary:

Care Coordination funding for Health First Colorado Recipients

Fiscal Impact: 33000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

AMENDMENT NO. 6
TO COMMUNITY INTEGRATION AGREEMENT
MR264815

This AMENDMENT NO. 6 TO COMMUNITY INTEGRATION AGREEMENT ("Amendment") is made as of January 1, 2024 (the "Amendment Effective Date"), between Rocky Mountain Health Maintenance Organization, Inc.("RMHMO") dba United HealthCare Services, Inc., a Minnesota corporation with offices at 9900 Bren Road East, Minnetonka, MN 55343 ("UHS"), on behalf of itself and its affiliates, and Gunnison County Health and Human Services Serving Gunnison County ("Vendor") with its principal offices located at 200 East Virginia Avenue Gunnison, CO 81230 ("Vendor") with reference to the following facts:

A. RMHMO and Vendor previously have entered into that certain Community Integration Agreement, dated January 1, 2019 (the "Agreement").

B. UHS and Vendor now desire to amend the Agreement as set forth below in this Amendment.

In consideration of the mutual promises and covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms defined in the Agreement shall have the same meaning when used in this Amendment.

2. AMENDMENT

2.1 Section 8A (Effective Date/Duration) of the Agreement is hereby deleted in its entity and replaced with the following:

"A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2024, unless otherwise terminated in accordance with the provisions of this Agreement."

2.2 Exhibit A (Community Integration Agreement – Scope of Services) of the Agreement is deleted in its entirety and replaced with the attached hereto Attachment 1.

3. NO OTHER CHANGES.

Except as specifically amended by this Amendment (and any other amendments executed by the parties) pursuant to Section 9I of the Agreement, the Agreement is unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Amendment Effective Date.

UNITED HEALTHCARE SERVICES, INC. ON BEHALF OF ITSELF AND ITS AFFILIATES		**GUNNISON COUNTY HEALTH AND HUMAN SERVICES**	
By:	_____ (Authorized Signature)	By:	_____ (Authorized Signature)
Name:	_____ (Print or Type)	Name:	_____ (Print or Type)
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ATTACHMENT 1

Exhibit A to Community Integration Agreement for Gunnison County Health and Human Services Serving Gunnison County

Scope of Services for Integrated Community Care Team (ICCT)

Program Year Ending December 31, 2024

Purpose and Background

This agreement is between RMHMO and Gunnison County Health and Human Services, known as "Contractor." Contractor agrees to function as an Integrated Community Care Team (ICCT) in Regional Accountable Entity (RAE) Region 1 (including the RMHMO PRIME Program).

ICCTs are a critical component of the RAE, which honors local intelligence and leadership to drive community-level vision and innovation aimed at improving the health and well-being of all community Covered Persons served by Medicaid.

The ICCT builds capacity and infrastructure in the Health Neighborhood by providing comprehensive case management services in Region 1. ICCTs provide team infrastructure, including a supervisor and human resources support; management of payroll, benefits and compensation; access to HIPAA-secure electronic devices; workspace (if needed); compensation for mileage and other necessary and usual supports.

ICCTs are multi-disciplinary and can be comprised of a wide range of health care professionals. The ICCT structure is flexible and can be adapted to the needs of the community being served. Additionally, ICCT staff can be located in multiple settings, including remote locations, a shared administrative office space, community mental health center (CMHC) or primary care medical provider (PCMP) office. Case managements may meet with Covered Persons in their homes and other community locations, like homeless shelters, hospitals and other public places; case management can also occur virtually via a secure telehealth resource.

RMHMO and Contractor agree to develop programs that improve the health and well-being of Colorado Medicaid Members. Such programs shall be designed to

- Promote access to quality care (including specialty and medication services), support health maintenance and preventive health activities, organize care between Members and the health neighborhood (including coordination of medications, specialists, and therapists), and lower barriers to care.

- Prioritize outreach and case management activities for Members identified as complex by RMHMO.

- Development of a trans-disciplinary, community-based case management infrastructure for attributed Covered Persons.

- Integration of behavioral health services in clinical, financial, and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change, and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.

- Development of new data use processes and competencies to align available practice resources with population health management priorities and gaps and increase quality of and access to care.

- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation, and shared decisions; and

- Active partnership with RMHMO in achieving Key Performance Indicator (KPI), Behavioral Health Incentive Program (BHIP), and Performance Improvement Plan (PIP), PRIME Medical Loss Ratio (MLR) goals as set forth in RMHMO's contract with the Colorado Department of Health Care Policy and Financing (HCPF).

I. Key Community Partners

The ICCT and RMHMO acknowledge and agree that, while all parties are collectively and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to be successful does not rest solely within the scope of their respective or collective control. Contractor and RMHMO agree to actively collaborate actively with other organizations and resources in the community, which share responsibility for program success. ICCTs will have formal and informal relationships with Key Community Partners in the Health Neighborhood. The ICCT will:

1. Outreach to and coordinate with Key Community Partners to establish a point of contact with each entity. Outreach includes the following activities:
    a. Participation in relevant community efforts, including regional RMHMO initiatives, such as community corrections programs, IOGs, etc.
    b. Activities to engage Covered Persons using evidence-based/promising practice programs in the community to address social determinants of health (SDOH).
    c. Identification of barriers that Covered Persons experience when accessing the Health Neighborhood and community resources
2. Reach out to RMHMO for support in establishing more formal memorandums of understanding (MOUs) to support these relationships, as necessary.
3. Offer to meet with and/or present to entities and providers within the Health Neighborhood to introduce the ICCT as a shared resource for the community, describe the services and supports the ICCT provides, how to refer to the ICCT, and develop collaborative processes for referrals and ongoing communication.
4. ICCTs are RAE case management representatives and will ensure that they identify themselves as such in meetings, interactions with Covered Persons and stakeholders and in community settings. As such, ICCTs will maintain professionalism in meetings and when conducting activities on behalf of RMHMO.

II. Sub-Delegation of Agreement Responsibilities

RMHMO agrees to allow Contractor to sub-delegate Case management activities in sections IV through XIX below under this Agreement to the following entities: N/A

1. All sub-delegated CC activities under this Agreement shall be subject to any terms and conditions imposed by RMHMO. RMHMO retains the right to term Contractor's sub-delegated agreements.
2. The sub-delegated entities listed above must assume all such rights, duties and responsibilities of this Agreement and Contractor must execute agreements with sub-delegated entities that reflect these rights, duties, and responsibilities.
3. Contractor is responsible for managing these sub-delegated entities and is ultimately responsible for meeting all terms of this Agreement.

III. Geographic Catchment Area

1. The ICCT is responsible for the RAE Covered Persons (inclusive of RMHMO Medicaid Prime Covered Persons) assigned to Region 1 in a geographic catchment area as defined by RMHMO.
2. Contractor is responsible for all Covered Gunnison County
    a. Contractor is responsible for providing services for all Covered Persons assigned to them regardless of where the Member does or does not receive care.
3. If it is confirmed that a referral the Contractor receives is for a Covered Person who does not receive care within the geographically defined catchment area, then upon receiving a referral for a Covered Person, regardless of catchment area or attribution, the ICCT will assess and manage the Covered Person for immediate urgent or emergent needs prior to a warm handoff to the appropriate ICCT.
4. If the Covered Person is not eligible for Medicaid or has lost eligibility, the ICCT will assist the Covered Person with either gaining eligibility (if the Covered Person qualifies) or make best efforts to ensure a connection is made with a community partner who is able to provide case management for Covered Person prior to disengaging with Covered Person. In this case, the ICCT may provide case management Services while Medicaid eligibility is established.
5. Contractor will provide case management and support for Covered Persons assigned to the defined geographic catchment area but receiving care outside of the catchment area. This may include individuals receiving care outside of Region 1 in Colorado or receiving care from an out-of-state provider.

IV. Organizational Structure

ICCTs will:

1. Establish a supervisory/management structure.
2. Multidisciplinary ICCTs will organize their work to optimize the use of each staff member's professional credentials, experience, and individual skills. The following are preferred areas of expertise and credentialing within the ICCT:
    a. Behavioral health (i.e., LCSW)
    b. Physical health (i.e., registered nurse)
    c. SDOH (i.e., social worker)
    d. Outreach and engagement staff who are skilled at broad outreach, including telephone outreach to support transitions of care
    e. Support staff who can assist Covered Persons with complex needs
3. Follow RMHMO Medicaid Case management Policy and Procedure for case management activities including specific policies and protocols for:
    a. Receiving and processing referrals
    b. Conducting follow up outreach calls
    c. Complex case management screening, assessment, person-centered care planning and goal setting, ongoing management and case closure due to loss of contact or completion of goals
4. Develop strategies and workflows specific to meeting the requirements under this Agreement, including the RMHMO Medicaid Case management Policy and Procedure listed above.
5. Each ICCT will have a "super-user" who is an expert in the RMHMO case management documentation platform (currently Essette) and other case management systems (e.g., health information exchange) and can support light troubleshooting and training for other ICCT staff.
    a. That person will also interact with RMHMO's Essette support team when more complicated issues arise.

RMHMO will provide timely responses to technical issues and support in developing policies, training, and other elements of the ICCT organizational structure upon request from ICCT.

V. Support of Key Performance Indicator (KPIs) Improvement

1. ICCT will partner with RMHMO and local community stakeholders to impact performance on KPIs, Behavioral Health Incentive Program (BHIP) Measures, PRIME Incentive Measures as defined by CDHCPF. RMHMO will provide ICCT with most current KPI, BHIP, and PRIME incentive Measures specifications. Current measures include:

VI. Complex, Condition Management and Case Management Referral Expectations

1. Covered Persons with complex needs are identified through the Impact Pro risk stratification tool. Impact Pro creates a risk profile based on Member demographics, diagnoses, and health care utilization to generate a risk score predictive of future cost.

2. RMHMO defines Covered Persons as having complex needs if they have the highest Impact Pro risk score in at least one of the the following categories:
    a. RAE Adults
    b. RAE Children
    c. RAE Prime Adults
    d. RAE Prime Children

3. The RMHMO condition management strategy is designed to reduce the complexity of health care delivery ensure culturally appropriate condition management programs are offered to all Members. RMHMO condition management includes three primary areas of focus:
    a. Comprehensive Member-centric case management
    b. Clinical quality improvement
    c. Cultural competency, diversity, and inclusion

    Members are identified through claims and other data sources and are categorized for outreach based on the RMHMO Population Management Strategic Plan, National Committee for Quality Assurance (NCQA) population health program standards and RAE risk stratification requirements.

4. RMHMO will refer Covered Persons included in Complex and Condition Management risk categories to ICCT on a regular basis via Essette referral campaign, ECG Quick Connect, or Secure email. ICCT will reach out to Covered Persons on referral lists to initiate case management. ICCT will complete three outreach attempts using two modalities within a 30-days of referral or util the Member is reached.

VII. Case Management and Complex Case management

Contractor is expected to develop a case management strategy to serve Members case management referred by RMHMO or other community partners. Specific case management tools or strategies can include the following themes:

1. Communication, cultural responsiveness, and disability competent care,
2. Proactive education promoting the effective use of Medicaid benefits,
3. Training resources for case management staff and providers,
4. Use of technology to outreach Covered Persons
5. Promotion of health and wellness – engaging Covered Persons in CDHCPF's priority areas.

Contractors engaging with any Covered Person for case management purposes will integrate the following approaches when performing outreach activities:

1. Person and family-centered approach to Case management, which takes into consideration the preferences and goals of Covered Persons and their families. This will include cultural and linguistic needs and will connect Covered Persons to the appropriate resources
2. Therapeutic techniques, motivational interviewing, and a trauma-informed approach.

3. Connect Covered Persons with agencies for determination of eligibility for other available benefits and community resources such as TANF, HCBS Waivers, SNAP, etc. and utilize RMHMO and will assist Covered Persons in signing up for benefits, as needed.
4. Coordinate services across all providers within the Health Neighborhood and facilitate communication between providers and other community partners involved in the Covered Person's care.
5. Accompany Covered Persons to appointments as appropriate and requested, supporting them to navigate health and social services.
6. Support Covered Persons to choose and make an appointment with a PCMP and encourage timely preventive care, including well-child visits, immunizations, prenatal and postpartum care, annual dental visits, timely health screenings for adults.
7. Encourage and support self-management of chronic conditions, including diabetes, cardiovascular disease, congestive heart failure, mild to moderate depression and anxiety, and asthma and will refer to disease management programs, if appropriate
8. Support and refer Covered Persons to programs designed to support special populations, crisis programs for intellectual or developmentally disabled individuals, programs for Covered Persons who are involved with criminal justice, etc.
9. Work collaboratively with other community agencies (e.g., CCB, SEP/LTSS), to provide support and successful transitions of care.
10. ICCTs will follow assigned RMHMO process workflows, required turnaround times and documentation standards to ensure consistency and compliance across teams.
11. ICCTs will be responsible for ensuring staff compliance and quality standards are met.
12. ICCTs will ensure that Covered Persons with behavioral health needs are connected to behavioral health providers and resources.

A designated contact from RMHMO's Case management leadership will serve as a resource for ICCTs to provide timely responses to issues, support case reviews, provide guidance, answer questions, and coordinate needed resources.

VIII. Extended Case management Expectations

Extended case management is defined as Covered Individuals with a care plan in place for ongoing case management needs. It is a best practice, whenever possible, for Case management to occur at the point of care. ICCTs serve as practice extenders and add to the overall capacity of the Health Neighborhood to support Case management for Covered Persons with Complex and Condition Management needs. Case management activities are specified within the RMHMO Medicaid Case management Policy and Procedure (Attachment A-1), which guides the required extended case management activities of each ICCT. The policy requires the ICCT to:

1. Accept referrals from any entity in the Health Neighborhood, such as RMHMO case management, other ICCTs, another RAE, practices, hospitals, referrals from community partners, self-referral, etc.
2. Perform an initial screening to determine need for services
3. Complete a comprehensive assessment for Covered Persons with identified needs within two months of initial outreach.
    a. The assessment will include questions about physical, behavioral health and SDOH needs; will assess for status of cognitive and functional activities of daily living, and instrumental activities of daily living and condition-specific issues. The comprehensive assessment includes documentation of clinical and behavioral health history, including medications, initial assessment of life-planning activities, evaluation of cultural and linguistic needs, preferences or limitations, evaluation of visual and hearing needs, preferences or limitations, evaluation of caregiver resources and involvement and identification of barriers to Covered Person meeting goals or complying with the case management plan. This comprehensive assessment will be face-to-face, if possible.

4. Work with the Member to develop SMART goals and a Member-centered care plan. The care plan will define Member's current supports, providers, and services, identify barriers and will determine frequency of case management outreach and support.
5. Follow up within 7 days for all Covered Persons who are on a care plan if they have had a clinical incident (ER or inpatient visit).
6. Follow up with Covered Persons who miss specialty care appointments to ensure transportation is secure for rescheduled appointment.
7. Evaluate appropriate case closure due to loss of contact or completion of goals.
8. Document activities as set forth in RMHMO's documentation workflows.

IX. Transitions of Care

ICCTs are responsible for supporting transitions of care activities for populations in their geographic catchment area and attributed population. Transitions of care activities have timeliness and other requirements including:

1. Transitions of care activities will be performed for Covered Persons including, but not limited to: children involved with child welfare, Medicaid-eligible individuals transitioning out of the criminal justice system, Covered Persons receiving LTSS services, and Covered Persons transitioning out of institutional settings.
2. ICCT will support transitions for Covered Persons who:
    a. Transfer from one RAE to another RAE when Covered Persons are actively engaged in Case management and/or receiving covered services through the Capitated Behavioral Health Benefit
    b. Transfer from institutional settings to community-based services.
    c. Are children involved with child welfare, children aging out of the foster/kinship care system and other targeted special populations.
    d. Are Medicaid-eligible Covered Persons transitioning out of the criminal justice system.

Activities to support transitions of care include answering Covered Persons questions, assessing for needs, supporting scheduling of follow-up appointments, ensuring that home care services are established if ordered and proactively identifying and addressing risks associated with hospital readmission or avoidable ER visits and connecting with other agencies to support SDOH, BH, etc.

X. Special Populations

ICCTs are responsible for supporting RMHMO programs that address the needs of Special Populations. It is the role of the ICCT to outreach and intervene with these special populations to link them to appropriate and available services to meet their needs.

1. **Department of Corrections (DOC) Criminal Justice Transitions Program:** Support with physical, behavioral, and social needs as they transition from prison back into the community
2. **Foster Care:** Support them physical, behavioral and social needs as Members transition and establish support.
3. **High Risk Maternity:** Support RMHMO program and work with community partners (e.g., Nurse Family Partnership) to support Members experiencing a high-risk pregnancy.
4. Complex Newborns: support family with physical, behavioral and social needs; work closely with Nurse Family Partnership and Healthy Communities to support newborns and their families.
5. **Client Over-Utilization Program (COUP):** The contractor shall review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to the Department.
6. **Persons with Disabilities (PWD):** Support Adults and children with or without Intellectual and Developmental Disabilities (IDD). Focus on supporting physical, behavioral, and social needs through collaboration with SEP/LTSS, CCB, and other community agencies.

XI. Referral Protocols

- ICCTs will be trained in and use available technology to close the referral loop, ensuring to the extent possible that the Covered Person is supported to act on the referral for services and the service provider acknowledges the referral.
- When the ICCT receives a referral from any Health Neighborhood partner, the ICCT is required to acknowledge and respond to the referral within 2 business days.
- The ICCT is encouraged to create a close-the-loop protocol in collaboration with key community partners.

XII. Use of Technology and Tools

In order to support an integrated network of communication across case management resources throughout the region, RMHMO or its partners will provide and support shared technology. ICCTs will be trained on, adopt, and promote the following tools:

- RMHMO Case management platform (currently Essette) and use of Admissions, Discharge and Transfer (ADT) data
- Telehealth platforms designed to increase access to care (e.g., Cirrus MD)

ICCTs agree to adopt future technologies designed to enhance communication across systems, the provider network and support services.

XIII. Training

1. RMHMO will offer the following trainings and encourage Contractor to attend:
    a. Use of Essette & documentation Standards
    b. UnitedHealth Care Learning Source Trainings
    c. Transitions of Care
    d. Comprehensive Assessment
    e. Strategies for supporting high-complexity clients
    f. Bridges Out of Poverty
    g. Person centered approach to care planning and case management
    h. Cultural Competency
    i. Disability competency
    j. Trauma-informed care
    k. Knowledge of local resources and services
    l. Ethics
    m. Healthy Eating & Active Living and how to promote these activities with Covered Persons
    n. Stress management & self-care
    o. Zero Suicide Initiative
    p. Training for the 7 core competency skills: patient engagement, stages of change, Motivational Interviewing, case management, supporting behavior change, Adherence support, group self-management
    q. Additional advanced training includes Trans-theoretical model of stages of change, management of chronic pain, family planning and pregnancy/child development, Basic understanding of common disease processes (addiction disorders, diabetes, anxiety, depression, CV disease, etc.).
2. RMHMO will be an ongoing resource for Essette training and support. Reports are available through Essette platform for the ICCTs query that allow them to monitor their own performance under this Agreement.
3. ICCTs will be responsible for completing all recommended and required compliance trainings through UnitedHealthcare LearnSource or other modalities in a timely manner and by required due dates.

XIV. Reporting

1. **Complex Case management Report (Monthly):** If the ICCT documents all of its Case management activities in Essette, RMHMO will pull all RAE 1 Complex Case management data out of that system and provide copies to the Contractor.
   - Complex Case management data is due monthly.
   - RMHMO will send the file via ECG Connect and will provide a due date, 45 days after dissemination of the file. This timeframe is based on initial telephonic outreach within 20 days of receipt of the file and a secondary outreach for Covered Persons not reached within the subsequent 10 days. A letter will be sent to Covered Persons not reached within two telephonic attempts.
2. **Condition Management Report:** If the ICCT has programs for any of the following conditions, the ICCT will provide a description of those programs to RMHMO upon request for reporting to CDHCPF:
   - Maternity
   - Diabetes
   - Hypertension
   - Congestive Heart Failure/ Cardiovascular Disease (CHF/CVD)
   - Asthma
   - Chronic Obstructive Pulmonary Disease (COPD)
   - Anxiety
   - Depression
   - Chronic Pain
   - Substance Use Disorder

   ICCT will provide narrative to RMHMO on dates defined by RMHMO based on timeline set by CDHCPF.

3. **COUP Report (Quarterly):** ICCT will review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to CDHCPF. The report is due to the CDHCPF on the 10th business day of the month following the end of the previous quarter.
   - Quarterly COUP Covered Persons Distribution: RMHMO will transmit files to ICCT either via ECG Connect or through an Essette campaign.
   - RMHMO may request a "check in" file of the quarterly COUP Covered Persons progress.
   - Completed COUP Outreach and Navigation file from Contractor will be due within 45 days of dissemination of the COUP Member list.

4. **ICCT Staffing Measures** (At least annually by July 15th of each year and as changes occur:
   - Number of FTEs dedicated to case management
   - Professional credentials of each staff Covered Person
   - Trainings completed during the reporting period for each staff Covered Person
   - Staff retention
     - Staff turnover in the reporting period (including date ranges for any vacancies)
     - Positions filled
     - Length of time position is open
5. **Narrative and Qualitative Reporting**
   - Frequency: as requested
     - Qualitative stories on Covered Persons who benefitted from ICCT support and examples of case management activities performed during the reporting period
     - Frequency: Bi-annually
     - Support RMHMO in pulling records and creating case studies for RMHMO

annual HSAG audit.

XV. Meetings, Oversight and Audits.

1. **Meetings:** Each ICCT will meet quarterly with RMHMO; quarterly meetings will cover: Policy and Program updates, contract requirements, performance data, barriers and solutions, training needs, audit results, and additional items as appropriate.
    a. An ICCT leadership representative or their designee must attend quarterly contract meeting and a quarterly Case management region wide meetings.
    b. An ICCT leadership representative or their designee must attend ad hoc care conferences (e.g., Creative Solutions) with other key community partners and RMHMO Case management to problem-solve specific complex cases.
    c. An ICCT leadership representative must attend ad hoc meetings with RMHMO leadership to bilaterally address operational questions and concerns and strategically plan as needed.
2. **Oversight**
    a. RMHMO will oversee and monitor ICCT activities to ensure that they conform to the goals of its Case management program.
    b. RMHMO will measure the performance of the ICCTs
    c. RMHMO will use reports pulled from Essette and reports sent by ICCT teams who do not use Essette to measure performance and complete deliverables.
3. **Audits**
    a. Annual Audit of each ICCT by RMHMO to include review of documentation for clarity, completeness and quality including a review of Reporting as described in section XVI of this agreement.
    b. RMHMO will work with Contractor to coordinate dates and times of audits. Audits may result in progressive corrective action as needed to correct concerns identified by RMHMO Case management leadership.

XVI. Budget & Payment

1. ICCT shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement.
2. Payment may be reduced at RMHMO's sole discretion for any staffing vacancies. RMHMO shall not reduce funding by more than an amount that is proportional to the duration of the vacancy. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
3. RMHMO may at its sole discretion reduce payment amounts by up to ten percent (10%) for any quarter where the Contractor does not accept referrals for those Members in their catchment. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
4. Payment Schedule

Payment Dates	Payment Amounts (per quarter)
March 15,2024	$8,250.00
June 14, 2024	$8,250.00
September 15, 2024	$8,250.00
December 15, 2024	$8,250.00
Total	$33,000.00

XVII. Resources and Budget

1. The Contractor will hire and maintain the following positions to support coordination of care for Covered Persons in Contractors Geographic catchment area:
2. (List of resources below, example: list of FTE, table etc.)

Position	FTE
Care Coordinator	0.5
Total	**0.5**

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Integration Agreement, including but limited to staffing and referral requirements itemized above. The parties explicitly acknowledge that the Medicaid Accountable Care Collaborative Program and the RAE is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RAE payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder

commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Parent Possible TGYS-PAT Site Contract; 7/1/2023 t

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

We have been given an opportunity to receive funding for Parents as Teachers through Parent Possible partnered with TGYS funding.

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/13/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/13/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

PARENT POSSIBLE TGYS-PAT SITE CONTRACT
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

Parent Possible:	**Contractor:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Start Date:	**Contract Expiration Date:**
July 1, 2023	June 30, 2024
Contract Maximum Amount:	**Price Structure:**
$27,500	Cost Reimbursement
Fund Source:	
State general funds and cash funds (**CMS #:** 24 IHFA 183061)	
Purpose:	
The purpose of this Contract is to provide grant funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other drug use, and high school dropout as authorized by C.R.S. § 26-6.8-101 through 106. Eligible TGYS Grantees include local governments, schools, nonprofit organizations, state agencies, and institutions of higher education. TGYS Grantees serve children and youth ages 0-25, as well as parents, caregivers, mentors, and community members.	
Parent Possible Representative:	**Contractor Representative:**
Heather Tritten Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

Signature Page Begins On Next Page

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Parent Possible and the State are relying on their representations to that effect and accept personal responsibility for any and all damages incurred for any errors in such representation.

Contractor **Gunnison County Health & Human Services**	**PARENT POSSIBLE** **HEATHER TRITTEN,** **EXECUTIVE DIRECTOR**
_____ Signature of Authorized Officer	_____
_____ Print Name of Authorized Officer	_____ Date
_____ Print Title of Authorized Officer	
_____ Date	

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and Parent Possible ("Parent Possible"), acting as the intermediary funding partner for the Tony Grampsas Youth Services grant from the State of Colorado Department of Human Services (the "State"). Contractor and Parent Possible/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. Parent Possible/the State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that Parent Possible/the State has the Option to Extend Term, then Parent Possible/the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, Parent Possible/the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Parent Possible/the State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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, Parent Possible/the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. 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

Parent Possible/the State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, Parent Possible/the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for

convenience. This subsection shall not apply to a termination of this Contract by Parent Possible/the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

Parent Possible/the State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If Parent Possible/the State terminates this Contract in the public interest, Parent Possible/the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by Parent Possible/the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by Parent Possible/the State, Parent Possible/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 as 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.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

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), then 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 and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "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.

N. "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 Records 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.

O. "Initial Term" means the time period defined in §2.B.

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

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (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.

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 in § 24-74-102, et. Seq., C.R.S.

T. "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.

U. "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, Educational Records, Substance Use Disorder 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 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.

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

W. "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.

X. "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.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "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.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "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

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. Parent Possible/the State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. Parent Possible/the State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. Parent Possible/the State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to Parent Possible/the State, in a form and manner approved by Parent Possible/the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice Parent Possible/the State, Parent Possible/the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice Parent Possible/the State is a material breach of this Contract which would be cause for Parent Possible/the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at Parent Possible/the State's discretion.

c. Parent Possible/the State shall pay each invoice within 45 days following Parent Possible/the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by Parent Possible/the State during the term that the invoice covers. If Parent Possible/the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to

correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by Parent Possible/the State within 45 days of Parent Possible/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 Parent Possible/the State disputes in writing. Contractor shall invoice Parent Possible/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 Parent Possible/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 Parent Possible/the State. Parent Possible/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 Parent Possible/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 Parent Possible/the State has concluded its review, and Parent Possible/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

Parent Possible/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, Parent Possible/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 Parent Possible/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, Parent Possible/the State

may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. Parent Possible/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 Parent Possible/the State has the Option to Increase or Decrease Maximum Amount, then Parent Possible/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 or decrease the maximum amount payable accordingly. In order to exercise this option, Parent Possible/the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. Parent Possible/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.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 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 Parent Possible/the State. Progress reports shall be submitted to Parent Possible/the State at the time or times specified by Parent Possible/the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

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 5 days after being served, notify Parent Possible/the State of such action and deliver copies of such pleading or document to Parent Possible/the State's principal representative identified on the Signature and Cover Pages 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 Parent Possible/the State, in accordance with §15 and in a form designated by Parent Possible/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 Parent Possible/the State under this section shall constitute a Breach of 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 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 Parent Possible/the State, the federal government, and any duly authorized agent of a governmental entity, 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 Parent Possible/the State, unless Parent Possible/the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

Parent Possible/the State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations

under this Contract using procedures as determined by Parent Possible/the State. Parent Possible/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 Parent Possible/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 Parent Possible/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 Parent Possible/the State upon execution of the nondisclosure provisions if requested by Parent Possible/the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide Parent Possible/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 Parent Possible/the State that it has done so, as directed by Parent Possible/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, Contractor shall notify Parent Possible/the State immediately and cooperate with Parent Possible/the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Parent Possible/the State. Unless Contractor can establish that Contractor and its Subcontractors are not 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 Parent Possible/the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by Parent Possible/the State, at no additional cost to Parent Possible/the State. Parent Possible/the State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by Parent Possible/the State. If Contractor cannot produce its analysis and plan within the allotted time, Parent Possible/the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse Parent Possible/the State for the actual costs thereof. Parent Possible/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 Parent Possible/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 PARENT POSSIBLE/THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of Parent Possible/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 Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to Parent Possible/the State's interests. Absent Parent Possible/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 Parent Possible/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 Parent Possible/the State a disclosure statement setting forth the relevant details for Parent Possible/the State's consideration. Failure to promptly submit a disclosure statement or to follow Parent Possible/the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section, at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. 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.

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

Both Parent Possible and the State of Colorado 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.

I. Primacy of Coverage

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

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All 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.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental

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

M. Certificates

Contractor shall provide to Parent Possible/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 Parent Possible/the State, Contractor shall, within seven Business Days following the request by Parent Possible/the State, supply to Parent Possible/the State evidence satisfactory to Parent Possible/the State of compliance with the provisions of this section.

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, Parent Possible/the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., Parent Possible/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, Parent Possible/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. Parent Possible/the State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, Parent Possible/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 Parent Possible/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 Parent Possible/the State, Contractor shall assign to Parent Possible/the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which Parent Possible/the State has an interest. At Parent Possible/the State's request, Contractor shall return materials owned by Parent Possible/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 Parent Possible/the State at Parent Possible/the State's request.

b. Payments

Notwithstanding anything to the contrary, Parent Possible/the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by Parent Possible/the State, Parent Possible/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 Parent Possible/the State, Contractor shall remain liable to Parent Possible/the State for any damages sustained by Parent Possible/the State in connection with any breach by Contractor, and Parent Possible/the State may withhold payment to Contractor for the purpose of mitigating Parent Possible/the State's damages until

such time as the exact amount of damages due to Parent Possible/the State from Contractor is determined. Parent Possible/the State may withhold any amount that may be due Contractor as Parent Possible/the State deems necessary to protect Parent Possible/the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by Parent Possible/the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

Parent Possible/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 Parent Possible/the State's directive, and Parent Possible/the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

If any Work infringes, or if Parent Possible/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 Parent Possible/the State, (i) secure that right to use such Work for Parent Possible/the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to Parent Possible/the State.

B. Contractor's Remedies

If Parent Possible/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 §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, 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.

14. 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 Parent Possible/the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by Parent Possible/the State to the Procurement Official of the Colorado Department of Human Services 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.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either

Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract.

Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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.

iii. Assignments and Assistance

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. 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are 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 Parent Possible/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 Parent Possible/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.

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 section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

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 Parent Possible/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 Parent Possible/the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to Parent Possible/the State. Parent Possible/the State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by Parent Possible/the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by Parent Possible/the State. Contractor shall submit to Parent Possible/the State a copy of each such subcontract upon request by Parent Possible/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 Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Federal Provisions (if any).

iii. Colorado Special Provisions in §19 of the main body of this Contract.

iv. Information Technology Provisions Exhibit (if any).

v. The provisions of the other sections of the main body of this Contract.

vi. PII Certification (if any)

viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, Parent Possible/the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. 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.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are

reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. 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.

R. 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.

S. 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.

T. 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 licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U 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 Parent Possible/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, Parent Possible/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 Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

v. Accessibility

a. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

b. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

c. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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), C.R.S., 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 Parent Possible/the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an

employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Parent Possible/the State. Contractor shall not have authorization, express or implied, to bind Parent Possible/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 Parent Possible/the State and Parent Possible/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 Parent Possible/the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor 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. 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 Parent Possible/the State determines that Contractor is in violation of this provision, Parent Possible/the State may exercise

any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the

occurrence of such event, whether or not such notice is given to Contractor, Parent Possible/the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS

Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to Parent Possible/the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to Parent Possible/the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24- 74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of*

civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74- 102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2023-2024

Agency Name	Gunnison County Health & Human Services	Budget Period	7/1/2023-6/30/2024

Expenditure Categories					
PERSONNEL SERVICES					
Position Title / Employee Name	**Description of Work** For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	**Gross Salary**	**Fringe**	**Total TGYS Request**	**Total Program Budget**
PAT Supervisor/ Shonna Gray	PAT Supervisor - 5 hours/week/12 months/year	$92,081.00	$8,287.00	$0.00	$11,507.60
PAT Educator/ Migeeli Arias	PAT Educator 32 hours/week for 12 months/year. Hourly wage $28	$46,592.00	$4,193.28	$10,780.00	$46,592.00
PAT Educator/ Open	PAT Educator 10 hours/week for 12 months/year. Hourly wage: $28	$14,560.00	$0.00	$10,000.00	$14,560.00
	Total Personal Services	**$153,233.00**	**$12,480.28**	**$20,780.00**	**$72,659.60**
SUPPLIES & OPERATING					
Item	**Description of Item** Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC			**Total TGYS Request**	**Total Program Budget**
Books & Subscriptions	Parent books/supplies			$0.00	$2,000.00
Office/Operating Supplies	Day to day items to help get things started for new staff and needs for meeting with clients			$900.00	$5,000.00
PAT Affiliate Fee	PAT Annual Affiliate Fee			$2,200.00	$2,200.00
Advertising	Community Advertising			$0.00	$500.00
Training	Training for staff			$1,340.00	$1,500.00
Conference	Conference Attendance			$500.00	$1,000.00
	Total Supplies & Operating Expenses			**$4,940.00**	**$12,200.00**
TRAVEL					
Item	**Description of Item** For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)			**Total TGYS Request**	**Total Program Budget**
Lodging	Lodging for traveling			$680.00	$1,360.00
Mileage	Mileage for travel for conferences and mileage for home visits			$700.00	$1,400.00
Meals	Meals for traveling			$400.00	$800.00
	Total Travel			**$1,780.00**	**$3,560.00**
CONTRACTUAL (payments to third parties or entities)					
Item	**Subcontractor / Entity Name**			**Total TGYS Request**	**Total Program Budget**
	Total Contractual			**$0.00**	**$0.00**
INDIRECT					
Item	**Description of Rate / Item**			**Total TGYS Request**	**Total Program Budget**
Negotiated Indirect cost rate (Federal) - attach NICRA notice					XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost					XXXXXXXXXXXXXX
	Total Indirect			**$0.00**	XXXXXXXXXXXXXX
	TOTAL TGYS REQUEST				**$27,500.00**
	Total Program Budget				**$88,419.60**
	TGYS Request as a % of Program Budget, if Awarded				**31.10%**

Maximum total budget	**$27,500.00**
Remaining budget dollars (should equal zero before submission)	**$0.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Grant Agreemen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins: **Term Ends:** **Grant Contract #:** 2024*3032

Summary:

Support Core Public Health Services with Revenue Replacement Expenditure Category 6.1 Provision of Government Services.

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: 12/11/2023

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

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

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State of Colorado
Intergovernmental Grant Agreement for SLFRF

COVER PAGE

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Agreement Number** 2024*3032
Grantee 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 **Grantee UEI** NSN9FAGKEDJ9	**Agreement Performance Beginning Date** The later of the Effective Date or December 1, 2023 **Initial Agreement Expiration Date** June 30, 2024
Agreement Maximum Amount Initial Term State Fiscal Year 2024 $67,826.00 Total for All State Fiscal Years $67,826.00	**Fund Expenditure End Date** June 30, 2024 **Agreement Authority** Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113

Agreement Purpose
Support Core Public Health Services with Revenue Replacement Expenditure Category 6.1 Provision of Government Services

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.
4. Exhibit D, Federal Provisions.
5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
6. Exhibit F, SLFRF Reporting Modification Form

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

1. Exhibit D, Federal Provisions
2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Sample Option Letter.
6. Exhibit C, Budget.
7. Exhibit F, SLFRF Reporting Modification Form

Principal Representatives

For the State:
Michele Shimomura, Director
Office of Public Health Practice, Planning, & Local Partnerships
Colorado Department of Public Health and Environment
4300 Cherry Creek Dr S
Denver, CO 80246
Michele.Shimomura@state.co.us

For Grantee:
Joni Reynolds Public Health Director
Gunnison County Department of Health and Human
225 North Pine Street, Suite E
Gunnison CO 81230
jreynolds@gunnisoncounty.org

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FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE	**STATE OF COLORADO**
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	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 Grant 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. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first 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 Grant Issuance 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 showing the new Grant Expiration Date.

B. Extension Terms – State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit B, Sample Option Letter. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. The total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

C. 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 that includes, to the extent practicable, the public interest justification for the termination. 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

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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.

D. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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. "**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. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Intergovernmental Grant Agreement.

F. "**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.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Intergovernmental Grant Agreement.

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**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

J. "**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.

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K. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. US Department of the Treasury is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

L. "**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.

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 Grant Issuance Date and the Grant Expiration Date.

O. "**Intergovernmental Grant Agreement"** means this Agreement 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.

P. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

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

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 to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be 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, PII, PHI,

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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.

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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

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,

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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 Grant Issuance 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.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of Exhibit A. 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.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first 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 Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

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. 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, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Intergovernmental Grant Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after 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

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Grantee shall close out this Grant within 45 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. 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.

6. 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 **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

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.

7. 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 five 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. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the

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audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall 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

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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., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

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.

10. 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

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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.

11. 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.

12. 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.

13. 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 **§13**.

14. 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.

15. 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.

16. 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.

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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 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 Grant Issuance 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 Contract by reference.

G. 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.

H. 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.

I. Third Party Beneficiaries

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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.

J. 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.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

i. 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 the Governor's Office of Information Technology (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.

ii. 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 D at all times during the term of this Grant.

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EXHIBIT A, STATEMENT OF WORK

1. Project Description:

This project serves to support Local Public Health Agencies (LPHAs) to maintain a strong public health system across Colorado. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The local public health agencies are accountable in assuring funding is being used effectively to provide Core Public Health Services. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will monitor LPHA's efforts via progress reports and programmatic communications.

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2. Work Plan:

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, support Core Public Health Services.	
Primary Activity #1	1. The Contractor shall provide Core Public Health Services.
Primary Activity #2	1. The Contractor shall create the Final Project Budget Template.
Primary Activity #3	1. The Contractor shall prepare the following: a) Two (2) Periodic Progress Reports, b) a Final Progress Report.
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 the *Core Public Health Services Rule 6 CCR 1014-7*. These documents are incorporated and made part of this contract by reference and are available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do. 3. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 4. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do.

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	5. The Contractor shall contribute funding for its local health services determined necessary by the Contractor to meet local health needs. 6. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured. 7. The Contractor shall submit a monthly invoice, using the provided CDPHE standard reimbursement invoice template, to ophp@state.co.us no later than forty-five (45) days after the end of each month.. 8. The Contractor shall provide all back up documentation with the invoices.	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	1. Data provided in the Contractor periodic and final progress reports provides evidence of the services provided or assured through another local public health agency.	
		Completion Date
Deliverables	1. The Contractor shall submit the Final Project Budget Template electronically.	No later than 60 days after Contract execution.
	2. The Contractor shall submit Periodic Progress Reports electronically to CDPHE, until funds are spent down entirely.	No later than January 10, April 10, 2024.
	3. The Contract shall submit a Final Progress Report.	Within 60 days of spending funds and no later than June 30, 2024

3. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits 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.

4. Resolution of Non-Compliance:

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships 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 B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement 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	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement 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 Agreement, as amended.
   - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement 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 Agreement 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 Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE 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:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

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EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
RRF050	**Department of Public Health and Environment Revenue Replacement for FY 2023-24**	**6.1 Provision of Government Services**	**$67,826.00**
Total			**$67,826.00**

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Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

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

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. 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. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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

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

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

2.1.8. "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.

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

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

2.1.9.2. Is not organized primarily for profit; and

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

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

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

2.1.12. "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.

2.1.13. "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.

2.1.14. "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.

2.1.15. "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. "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

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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 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.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (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.

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.

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:

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5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors 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 Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 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 FEDERAL 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. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

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. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

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c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

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All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and

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public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

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

8.1.2.3. Subrecipient parent’s organization Unique Entity ID;

8.1.2.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity IDas registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work

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is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor’s Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit F – SLFRF Reporting Modification Form.

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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 Agreements 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.

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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 AGREEMENTS.

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 Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement 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).

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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 an Agreement 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, Agreements 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. Agreements 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 Agreement 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.

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 Agreement, 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 Agreements, 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.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. 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;

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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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Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

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7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as

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10. provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

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believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Treasury employee responsible for Agreement or grant oversight or management;
    v. An authorized official of the Department of Justice or other law enforcement agency;
    vi. A court or grand jury; or
    vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such

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discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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Exhibit F – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CTSI Colorado Counties Casualty and Property Pool,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CTSI and GC

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

Summary:

Annual Property and Liability Pool Agreement for 2024 Coverage

Fiscal Impact: $579,869

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/11/2023

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

Comments:
Legally sufficient. SO 12/12/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

CTSI
Serving Colorado's Counties

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison County
January 1, 2024 through December 31, 2024

THIS AGREEMENT is entered into this 1st day of January, 2024 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison County** ("County"), a political subdivision of the State of Colorado.

ARTICLE 1.0 RECITALS

1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.

1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").

1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2024 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

ARTICLE 2.0 TERM

2.1 This Agreement shall take effect on January 1, 2024, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

ARTICLE 3.0 OBLIGATIONS OF COUNTY

3.1 The County shall pay CAPP **$606,303** with equity credit of **($9,143)** and discount of CTSI fees in the amount of **($17,292)** for a total contribution due of **$579,869** by January 31, 2024 for insurance coverage and services rendered by CAPP for the period January 1, 2024 – December 31, 2024. For services provided by CAPP after December 31, 2024, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **65,441** in 2024 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **$20,000** claims deposit shall be paid to CAPP by January 31, 2024. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.

3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.

3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.

3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.

3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.

3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

ARTICLE 4.0 OBLIGATIONS OF CAPP

4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

ARTICLE 5.0 WITHDRAWAL AND EXPULSION

5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.

5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.

5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

ARTICLE 6.0 INFORMATION

6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

ARTICLE 7.0 GENERAL PROVISIONS

7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.

7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.

7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.

7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2024.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

Meredith K. Burcham

_____ Date: December 7, 2023

Meredith K. Burcham
CTSI Executive Director

Gunnison County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison & Hinsdale Counties Funding Request Lette

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Health Plans RAE Region 1

Term Begins: 01/10/2024 **Term Ends:** **Grant Contract #:** N/A

Summary:

Request to apply for funding from Rocky Mountain Health Plans RAE Region 1 for Human Services funding support. Rocky Mountain Health Plans has a specific funding opportunity for County Human Service agencies only. This funding is to support staff challenges with the end of the Public

Fiscal Impact: $40,000 additional 2024 funding

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

Regional Accountable Entity (RAE)
Health Neighborhood Investment Overview

To Our Community Partners,

Through the Regional Accountable Entity (RAE), Rocky Mountain Health Plans (RMHP) is investing in the Health Neighborhood to improve the health and well-being of Medicaid Members. This one-time discretionary funding is intended to help Members improve their health and life outcomes and/or promote the health of local communities and populations.

Organizations interested in applying for funding should review and complete the attached application and submit to Anna Messinger (Anna.Messinger@uhc.com).

RMHP is grateful for the opportunity to work with community organizations in our effort to serve Colorado's Medicaid Members.

Sincerely,

RMHP Leadership

Health Neighborhood Funding Request Letter Template

Instructions: replace orange text with organization specific information and submit on organizational letter head to Anna Messinger (Anna.Messinger@uhc.com).

[Insert Date]

To Rocky Mountain Health Plans (RMHP),

As the Department of Human Services in Gunnison county, we work with Medicaid members to assist with benefit eligibility and enrollment, particularly for redetermination after the Public Health Emergency (PHE). The county has experienced staffing challenges as a result of the PHE ending and is requesting $20,000 in financial assistance to support staff recruitment and retention efforts, bonuses and incentives, and activities to promote staff well-being.

By requesting funds our organization attests that:

- Requested funds will be used to expand and/or enhance staffing and/or program specific to enrollment and eligibility for Medicaid Members.
- Funds received may not be used to draw down additional federal funding (as funds provided by RMHP from the RAE includes federal funding).
- Funding from the RAE will NOT be used as a Member incentive for participating in specific services and activities. Our organization will NOT make goods or services conditional on participation in other recipient programs (medical or non-medical services).
- Our organization will comply with all local, state, and federal rules and regulations as well as industry best practices.

Sincerely,

[insert organizational signature line]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lexis+ Subscription Agreement for State/Local Gove

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 12/1/2023 **Term Ends:** **Grant Contract #:**

Summary:

Lexis Nexis legal research subscription agreement for the County Attorney's Office.

Fiscal Impact: $4,056

Submitted by: Donita Bishop **Submitter's Email Address:** DBishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/8/2023

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

Comments:
Legally sufficient. SO 12/5/23

Reveiwed by: Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 12/8/2023

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

Agenda Date: 12/19/2023

Revised April 2015

LEXIS+® SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT

(NEW SUBSCRIBER VERSION)

"**Subscriber**" **Name: Gunnison County Attorneys Office**
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**3**

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	2

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	**SKU Number**	**Number of Users**
CO National Government Package	1537031	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
City and County Attorney Premium Library	1011966	3

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/23 - 12/31/23	$0
1/1/24 - 12/31/24	$338

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.4 Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Gunnison County Attorneys Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

LEXIS+® SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	**Gunnison County Attorneys Office**	
Billing Frequency:	☒ **Monthly**	☐ **Annually**
Physical Address		**Invoice Address**
Street Address:	200 E. Virginia Ave	
City:	Gunninson	
State:	CO	
Zip:	81230	
County:	Gunnison	
Telephone:	306 641-5300	
Fax:		
Parent Company: ***(if applicable)***		

Type of Organization:

☐ Legislative ☐ Judicial ☐ Executive

Professional User: 3 Practicing Area of Law: NA

Support Staff: 2 Employer Identification Number: NA

Bar No: NA Issuing State: NA

Date Issued/Expiration Date: NA Organization Web Address: NA

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☒ No

☐ No

Tax ID No:

State Contract No:
(If applicable)
PO No:
(If applicable)

Contacts:

	Name	**Telephone**	**Email**
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	**IP Address**

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	**ID HOLDERS' TITLES/POSITIONS**	**ID HOLDERS' EMAIL ADDRESSES**	**LOCATION/ADDRESS**
Matthew Hoyt	County Attorney	mhoyt@gunnisoncounty.org	200 E Virgina Ave Gunnison,CO 81230
Errol Davis	Support	edavis@gunnisoncounty.org'	200 E Virgina Ave Gunnison,CO 81230
Sammy Obaid	Assistant County Attorney	sobaid@gunnisoncounty.org	200 E Virgina Ave Gunnison,CO 81230
Donita Bishop	Support	dbishop@gunnisoncounty.org	200 E Virgina Ave Gunnison,CO 81230
Alex San Filippo-Rosser	Deputy County Attorney	asanfilippo-rosser@gunnisoncounty.org	200 E Virgina Ave Gunnison,CO 81230

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Food and Beverage/Retail Lease Agreement; Bar 78 a

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Bar 78

Term Begins: 12/1/2023 **Term Ends:** **Grant Contract #:**

Summary:

Lease agreement to occupy, use, and operate a food and beverage service in the restaurant area located on the 2nd floor in the commercial terminal.

Fiscal Impact: Rental Fee: $0 (initial term); 5% of gross revenue earned (1st year); 10% of gross revenue during 2nd year

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

Finance Review: (●) Required ( ) Not Required

Comments:
My review is only with regards to the financial elements of the agreement.

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/4/2023

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

Comments:
Legally sufficient. SO 12/4/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/4/2023 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/8/2023

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

Agenda Date: 12/19/2023

Revised April 2015

FOOD AND BEVERAGE/RETAIL
LEASE AGREEMENT

This Lease Agreement is made and entered into on this 21 day of November, 2023 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, 200 East Virginia, Gunnison, CO 81230, a political subdivision of the State of Colorado, hereinafter referred to as the "County", and Bar 78, hereinafter referred to as the "Lessee".

WHEREAS, the County, owns and operates the Gunnison-Crested Butte Regional Airport ("the Airport") located within and adjacent to the City of Gunnison, including the Air Carrier Terminal building; and

WHEREAS, the County has determined that the convenience and interests of air travelers and members of the public would best be served if prepared food and beverages on the leased premises, were offered for sale in a restaurant or by mobile food service at such Terminal during regular business hours; and

WHEREAS, the Lessee is willing to operate a food service at the Terminal under the terms and conditions of this agreement with the purpose of providing food and beverage service that best serves the airline operating schedule at the Gunnison-Crested Butte Regional Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby agree as follows:

1. TERM

1.1 The term of this lease agreement shall commence on December 1st, 2023, and continue until November 30th, 2025 (the "initial term") unless sooner terminated under the terms hereof. At the request of the operator, and at the sole discretion of the County, an extended lease term may be approved beginning December 1st, 2025 and ending November 30th, 2027 (the "extended lease term").

2. GRANT OF LEASE

2.1 The County hereby grants to the Lessee the right to occupy and use, together with necessary rights of ingress and egress, those premises more particularly identified in **Exhibit "A", Airport 2nd Floor Restaurant Area**, attached hereto and by reference incorporated herein.

3. USE OF LEASED PREMISES

3.1 The Lessee hereby agrees to use the airport restaurant facilities only for the purpose of food and beverage preparation for consumption in the leased area of the terminal departure lounge and airline gate hold rooms. Such use shall be conducted in accordance with the laws of the State of Colorado governing the sale and preparation of food and beverages. The above uses are to serve airline passengers who are utilizing the Airport Terminal for air travel. Such use shall at all times be conducted in a manner consistent with the terms of this agreement, in accordance with applicable federal, state and local laws, rules and regulations and in accordance with any rule, manual or program adopted for the operation of the Gunnison-Crested Butte Regional Airport.

3.2 No amusement or vending machines shall be installed or maintained in or upon the Lessee's leased premises without prior written approval of the County.

3.3 Neither the Lessee, or its employees shall be allowed to bring or keep animals or pets on the leased premises.

3.4 The Lessee shall ensure that no use of the leased premises interferes with the quiet use of the Airport Terminal by the County, public or other airport tenants at the Airport Terminal.

4. COMPENSATION

4.1 For and in consideration of the rights granted herein, the Lessee will compensate the airport:-

a. A total rental fee of $0 (zero dollars) for space and facilities for the entire initial term.
b. 5% of its gross revenue earned during the first (1st) year of the initial term payable at the end of each month of operation.
c. 10% of its gross revenue earned during the second (2nd)) year of the initial term and for the entire extended term payable at the end of each month of operation.

4.2 All compensation to be paid to Lessee pursuant to this Section 4. shall be delinquent if not received on the 30th day of each month for the then-current month. Payments to the County are due on the 30th day of each month following the subject month and made payable to the "Gunnison County Treasurer". Payments should be mailed or delivered to the Gunnison County Finance Office at 200 East Virginia Avenue, Gunnison, CO, 81230.

5. OPERATIONS

5.1 The Lessee agrees to secure all necessary sales tax licenses, business permits and other approval required by the City of Gunnison and the State of Colorado. Such licenses shall be separate and apart from licenses and permits relating to any other retail location operated by the Lessee.

5.2 Lessee will submit to airport administration at the beginning of every month the indented food and beverage menu and pricing for the that month. The Airport Manager/or designated representative shall have the right to make reasonable objections to the food service menu items and pricing at the airport. Such items will be subject to discussion with the ultimate decision to be made, following the discussion, by the County.

5.3 The Lessee or a member of their staff will handle deliveries of food and beverage or merchandise to leased area and will at all times without exception comply with airport and TSA related security and screening requirements as required with introducing goods into the airport sterile/secure area of the terminal.

5.4 No trash or supplies associated with the agreement will be allowed in the front of the air carrier terminal, (i.e. carbon cartridges, beer kegs, food packaging, merchandise packaging, trash etc.)

5.5 The Airport Manager/or designated representative shall have the right to make reasonable objections to or require the immediate removal from sale or display of any materials, which in the sole discretion of the County are objectionable for any reason whatsoever. The Lessee shall promptly comply or such failure shall constitute a material breach of this agreement.

5.6 The Lessee may place signage as approved by the Airport Manager or designee. Any sign must receive prior approval from the Airport and displayed or be attached to or hung upon the wall/area designated by the Airport.

5.7 The Lessee specifically recognizes and agrees that the leased premises are part of the Terminal, which is closed during certain hours of the day and evening and is utilized expressly for purposes relating to members of the public traveling from/to Gunnison County by commercial airlines. The Lessee hereby agrees that the use proposed for the leased premises is consistent with the use of the Terminal for the intended purpose and accepts the closure of the Terminal during those times identified by the County. The Lessee agrees to close the business on the leased premises no earlier than 15 (fifteen) minutes after the last departure of a commercial airline or as deemed necessary by passenger loads. This paragraph shall not be considered to prevent the County from granting approval of later hours for special purposes, if requested.

5.8 The Lessee agrees to conduct its business hereunder for the accommodation of the public using the Airport and to furnish good, prompt and efficient service. The Lessee agrees to provide service on a fair, equal and non-discriminatory basis to all air travelers and to charge fair, reasonable and non-discriminatory prices for merchandise and service. The Lessee, its agents and employees, will not discriminate against any person or class of person by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by Part 21 of the regulations of the office of the Secretary of Transportation.

5.9 The County has, at its own expense, brought certain public utility services to the Terminal building and the premises leased hereunder. Within the limits of capacity and without charge the Lessee shall have the right to use and make connection therewith. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right, except insofar as this Lease grants an exclusive right to occupy the leased premises in accordance with its terms.

6. Security Requirements

6.1 Lessee will comply with all security requirements as regulated under TSA 1542.

6.2 Lessee shall provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to finger printing and background checks for the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the County. Lessee further agrees that its Employees shall fully comply with the County's TSA approved airport security program.

6.3 Lessee shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized access and intrusion.

6.4 Lessee shall pay for any identification badges required for its employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is $75.00 per badge. Lessee shall also pay fees as established by the County from time to time for the replacement of said badges.

7. MAINTENANCE, REPAIRS AND IMPROVEMENTS

7.1 During the term of this agreement, the Lessee shall provide its own janitorial services for the leased space **Exhibit A, Airport 2nd Floor Restaurant Area** and shall at all times keep its leased premises in a neat and clean condition and in good repair

(ordinary wear and tear, unavoidable accident and fire excepted). The County shall operate, maintain and keep in good repair the Terminal building and Airport facilities.

7.2 The County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances) to enter upon the Lessee's leased premises to inspect the premises at reasonable business hours or in case of emergency, to perform necessary maintenance and repairs in order to preserve the structural safety of such premises or the Terminal building or to correct dangerous conditions, or in the exercise of the County's police power. No such entry by or on behalf of the County upon such leased premises shall, in and of itself, cause or constitute a termination of letting thereof or be deemed to constitute an interference with the possession thereby by the Lessee.

7.3 All equipment and property and appliances purchased and placed by the County at its expense in, on or about the leased premises shall remain the property of the County. The County shall be responsible for maintenance and repair of all County owned equipment used in the provision of these services, up to fifty percent (50%) of the current depreciated value. All property placed by the Lessee at its expense in, on or about the premises and affixed to the premises so that the same may not be removed without damage thereto, shall become the property of the County and shall not be removed by the Lessee at any time.

7.4 Gunnison County owns the majority of the furniture and fixtures associated with the restaurant. Requests to purchase additional kitchen fixtures and equipment must be in writing to the Airport Administration prior to purchasing the items, and must include the equipment, quantity, price, supplier and reasoning for additional fixtures/equipment. The County will decide if the fixtures or equipment shall be County owned and purchased or lessee owned and purchased. The approval will be based on need and the restaurant equipment replacement budget, within the Airport Operating Budget

7.5 The Lessee shall keep the premises as identified in **Exhibit "A", Airport 2nd Floor Restaurant Area** maintained in a clean and tidy condition at all times and shall at a minimum:

a. Provide within the immediate leased area trash containers lined with disposable plastic trash bags for the disposal of trash, including paper, plastic and styro-foam cups, plates, glasses and utensils.

b. No trash or supplies associated with the Lessee's product (papers, napkins, cups, plates, utensils are left at tables, counters, bar or other locations within the restaurant and/or departure lounge, such items shall be picked up by the Lessee's personnel and disposed of in the trash container provided.

c. Used trash bags will be removed from the leased premises daily and placed in the exterior airport dumpsters

d. Spilled food and beverages shall be cleaned up immediately, including messes made by the removal of trash, liquids or debris through the main terminal.

e. Hard surfaces such as wood, metal and laminates shall be cleaned regularly whether such surfaces are on appliances, bar furniture or affixed to the building.

f. Liquid waste shall not be disposed of by dumping, or other disposal, on Airport premises including the metal dumpster provided for non-liquid wastes at the Airport Terminal. Only those approved disposal containers designed for liquid/oil waste shall be used.

8. INDEMNIFICATION AND INSURANCE

8.1 The Lessee agrees to hold the County harmless, to release and indemnify the County from and against any and all claims, demands, damages and liabilities (including costs and expenses incurred in the defense thereof including reasonable attorney's fees) for injury to persons or damage to property arising from the Lessee's operations or the activities of any officer, agent or employee of the Lessee. For the purposes of this paragraph, "operations" shall include, but not be limited to, those activities and services required or permitted under the terms of this Agreement. The Lessee agrees to indemnify, release and hold harmless the County from and against any and all claims, demands, damages and liabilities including costs and expenses incurred in the defense thereof due to theft, vandalism or unexplained loss of alcoholic beverages stored on the leased premises.

8.2 The County agrees that the Lessee need not release, save harmless or indemnify the County against damages or injuries caused solely by the negligence of the County, its agents, officers or employees.

8.3 The Lessee agrees to obtain and keep in force, throughout the term of this lease agreement, comprehensive general liability insurance including at a minimum, commercial general liability coverage per occurrence with a general aggregate of $2,000,000, products of $2,000,000, personal injury of $1,000,000, fire damage of $100,000, and medical expense (per any one person) of $5,000. The Lessee shall also maintain and keep in force at such times adequate Workers' Compensation insurance, including occupational disease hazards, for all of its employees. The County shall be named as an insured in any insurance policy required hereunder, and said policies shall contain a provision insuring contractual liability of the Lessee to the County. The Lessee shall furnish, at the County's request, current certificates of insurance to the

County, which shall include a provision that the policies will not be canceled without ten days' prior notice to the County.

8.4 The Lessee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operation of said business on the leased premises and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said premises or improvements thereon.

8.5 Neither the existence of the insurance required hereunder nor the naming of the County as an additional insured shall be deemed a waiver by the County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

9. DAMAGE TO OR DESTRUCTION OF PREMISES

9.1 In the event that the premises leased hereunder, or any portion thereof, shall be destroyed or damaged by fire or otherwise to an extent which renders them untenable, the County may rebuild or repair such destroyed or damaged portions, and the obligation of the Lessee to pay the compensation hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event that the County shall elect not to proceed with the rebuilding or repair of the major portion of the premises (if so destroyed or damaged) within a period of 90 days after the destruction or damage, the Lessee may, it its option, cancel and terminate this lease. In the event that the County shall elect to rebuild, the Lessee must replace all of its personal property at its sole cost.

9.2 The County shall not be liable for any loss of property by theft or burglary from the Airport or Terminal or for any damage to persons or property on said Airport or Terminal resulting from the electric lighting or water, rain or snow, which may come into or issue or flow from any part of said Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof.

10. ASSIGNMENT

10.1 The Lessee covenants and agrees not to assign, sublet, pledge or transfer any of its rights granted in this agreement, in whole or in part, nor grant any license or concession hereunder, without first obtaining the written consent of the County, which consent may be reasonably withheld by the County. Any attempt by the Lessee to assign, sublet or in any way transfer its interest hereunder without such prior written consent shall, at the County's option, automatically terminate this agreement and the Lessee's rights hereunder.

11. DEFAULT

11.1 The Lessee shall be considered to be in default of this agreement upon or after any one of the following:

a. the Lessee fails to pay the compensation required hereunder when due; or

b. the Lessee fails to pay each and every late charge and interest payment within thirty (30) days of its being due; or

c. the Lessee files a voluntary bankruptcy petition or makes a general assignment for the benefit of creditors or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

d. the Lessee transfers its interest under this agreement without the approval of the County by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation; or

e. the Lessee voluntarily abandons, deserts or vacates the leased premises; or

f. any lien is filed against the leased premises because of any act or omission of the Lessee and shall not be discharged or contested by the Lessee in good faith by proper legal proceedings within 20 days after receipt of notice thereof by the Lessee; or

g. the Lessee fails to keep, perform and observe each and every promise, covenant and agreement set forth in this lease agreement which failure continues for a period of more than 30 days after written notice from the County of such breach or default; or

h. the Lessee uses or gives its permission to any person to use any portion of the Airport, Terminal or leased premises for any illegal purpose; or

i. the Lessee fails to fully and timely provide restaurant services, satisfactory to the County, at all times as required by this Agreement.

11.2 If the Lessee defaults in any of the covenants, terms and conditions herein contained, the County may proceed in either of the following manners. The County may elect to allow this agreement to continue in full force and effect and to enforce all of the County's rights and remedies hereunder, including without limitation, the right to collect monthly lease payments as they become due together delinquent payments and interest as set forth herein. The County may, at its sole option, cancel and terminate this agreement upon 30 days' written notice to the Lessee and may repossess the

premises without liability for so doing, in the event of any breach of the covenants contained herein, unless such default has been cured within such 30 days. The County may also elect to collect liquated damages in the amount of three thousand dollars ($3,000.00) per month of each month from notice of the breach to the end of the lease term or end of each winter season, whichever is earlier.

11.3 No waiver of a default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

12. LESSEE'S RIGHT TO TERMINATE

12.1 Lessee shall have the right to terminate this Agreement by giving 60 days advanced written notice to the County.

13. AMERICANS WITH DISABILITIES ACT

13.1 Lessee is not responsible to make any structural changes to the Airport Terminal building to meet the requirements of the American's With Disabilities Act; however, Lessee is responsible to meet all other relevant provisions of the American's With Disabilities Act, including but not limited to reasonable accommodations to the public and employees.

14. IMMIGRATION COMPLIANCE CERTIFICATION.

14.1 Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

15. FORCE MAJEURE

15.1 Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which is not in its power to control.

16. AGREEMENT WITH THE UNITED STATES

16.1 This lease agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Gunnison County Airport.

17. NOTICES

17.1 Notices to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Matthew Birnie
County Manager
200 West Virginia Ave
Gunnison, CO 81230

and notices to the Lessee, if sent by registered mail, addressed to:

Jermaine Rodney
728 N Main St
Gunnison, CO 81230

18. SEVERABILITY

18.1 In the event any covenant, condition or provision contained in this lease agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such covenant, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this agreement, then at the option of such party, this agreement may be declared to be terminated.

19. GOVERNING LAW - BINDING AGREEMENT

19.1 This lease 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.

20. ENTIRE AGREEMENT

20.1 The parties acknowledge and 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 valid unless executed by an instrument in writing by all the parties within the same formality as this agreement.

21. VENUE

21.1 Venue for any and all legal actions regarding this Retail Lease Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

22. GROSS REVENUES

22.1 In order to facilitate County compliance with federal requirements, in addition to the requirements of paragraph 4. hereof, the Lessee shall submit to the County by the 30th of each month a written report of gross revenues generated by the Lessee at the Gunnison-Crested Butte Regional Airport during the preceding month. The County shall have the right at its own expense to audit the Lessee's books and records and any portions thereof.

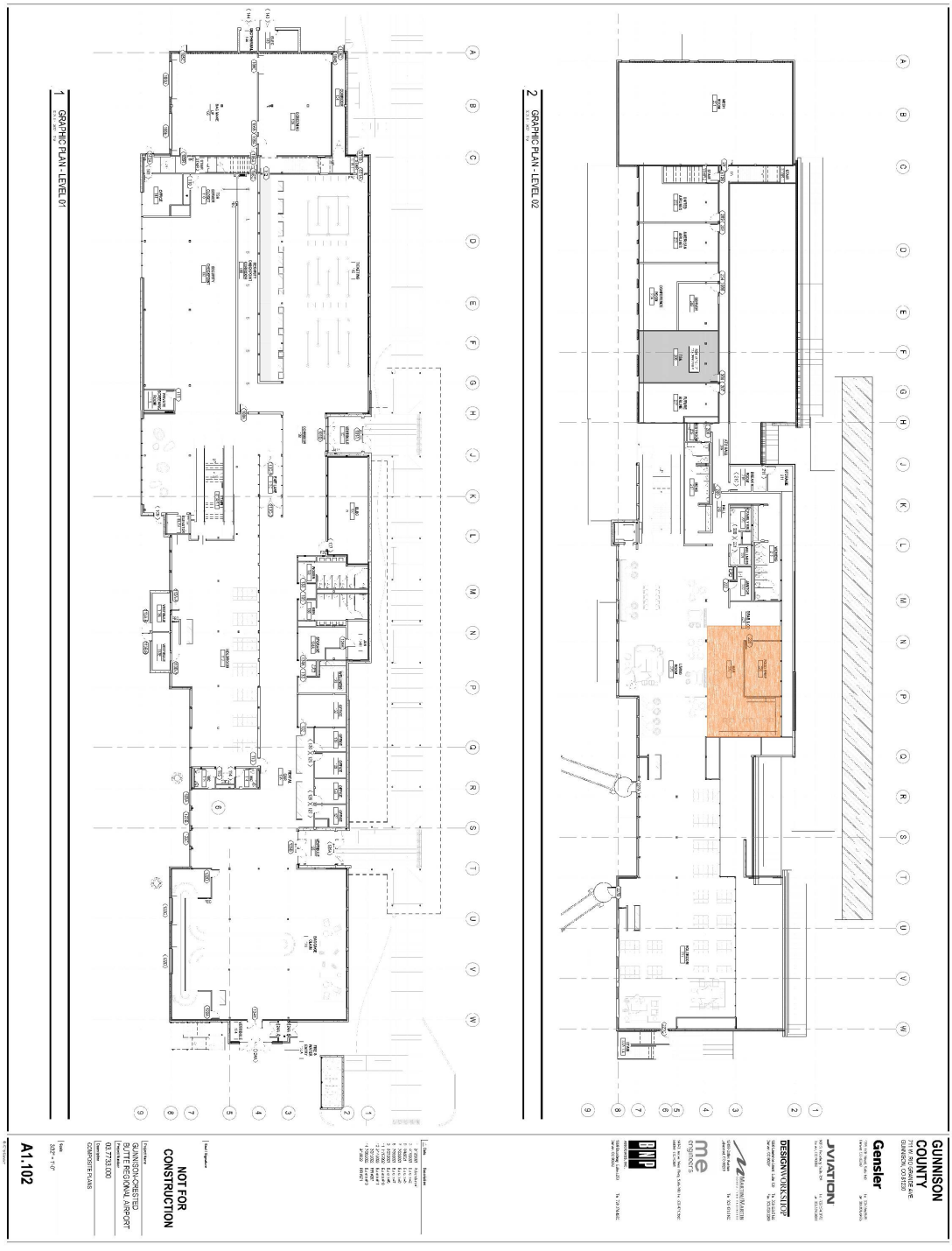
In witness whereof, the parties hereto have set their hands and seals on the day and year first set forth above.

_____
Matthew Birnie, County Manager

Jermaine Rodney
_____
Operator

Exhibit “A”

Airport
Second Floor Restaurant Area



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Colorado Counties, Inc. Steering Committees D

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Counties, INC.

Term Begins: 01/01/2024 **Term Ends:** **Grant Contract #:**

Summary:

A Board of County Commissioners may designate a county staff member to serve as proxy and vote in during a Steering Committee meeting. Each County gets one vote, in the event commissioners and proxies double vote, CCI will count

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/8/2023

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

Agenda Date: 12/19/2023

Revised April 2015

COLORADO COUNTIES, INC.
Educate · Advocate · Empower

Memorandum

TO: Boards of County Commissioners
CC: County Managers & Administrators
FROM: Brittney Becerra, CCI
DATE: December 6, 2023
SUBJECT: **County Designation of 2024 Steering Committee Proxies**

Per CCI's Bylaws, each county may designate a county staff member to serve as a proxy and are permitted to vote during steering committee meetings. It is important to designate your county proxy to ensure a 65% majority is reached on votes and to complete a proper audit of votes.

This proxy:

- must be designated **annually** by the Board of County Commissioners
- may only vote for the **designated committee(s)**
- is **not permitted to vote for another county**
- is **not permitted to vote during the Legislative Committee Meeting or for Steering Committee Leadership**

Proxy forms are not needed for commissioners, only county staff; however, please complete one form per designee.

To appoint your county proxy, complete the attached form and return by Friday, January 19, 2024, to Brittney Becerra at bbecerra@ccionline.org. If you have any questions, Brittney can be reached at 720-202-5296.

CCI Bylaws: **Article V, Voting Privileges**

Section 3. Voting By Proxy. Voting by proxy is allowed at any steering, advisory or ad hoc committee meeting or meetings of sections appointed by the Board of Directors provided that the chair of the board of county commissioners or the city and county equivalent designate at least annually the proxy in writing to the Executive Director. A person so designated may cast a maximum of one vote at any steering, advisory or ad hoc committee meeting or Board appointed section meeting. Proxy voting is otherwise allowed at any other meeting only to the extent otherwise authorized herein, such as expressed by Section 5 of this Article, below. Notwithstanding any other provision of these bylaws, proxy voting for another county is not permitted in the selection of individuals to serve in leadership positions, including CCI officers, board representatives, steering committee chairs and vice-chairs, and district presidents and vice-presidents.

Please submit to Brittney Becerra at bbecerra@ccionline.org by January 19, 2024

2024 Steering Committees
Designation of Proxy

A Board of County Commissioners may designate a county staff member to serve as proxy and vote in during a Steering Committee meeting.
Each County gets one vote, in the event commissioners and proxies double vote, CCI will count the Commissioner's vote.

The Board of County Commissioners designates Joni Reynolds

(First & Last Name)

to serve as proxy on behalf of _____ county to the following
(County Name)
Steering Committee(s) during the 2024 session:

_____ Agriculture, Wildlife and Rural Affairs
_____ General Government
_____ Health and Human Services
_____ Justice and Public Safety
_____ Land Use and Natural Resources
_____ Public Lands
_____ Taxation and Finance
_____ Tourism, Resorts and Economic Development
_____ Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:
Counties will be contacted via e-mail regarding meeting details, including Zoom links.

Name: Joni Reynolds

Title: Assistant County Manager for Health, Human & Safety Services

E-Mail: Jreynolds@gunnisoncounty.org

Please submit to Brittney Becerra at bbecerra@ccionline.org by January 19, 2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Profes

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The attached has been signed and distributed.

Fiscal Impact:

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/14/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

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

Agenda Date: 12/19/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 14th day of December, 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Ben White Architecture, LLC, whose address is PO Box 2921, Crested Butte, CO 81224,

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Exhibit A, Architectural Services for the Zugelder Library Remodel ("Services").

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on October 9, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Reduce Energy Use Impacts and Lower Greenhouse Gas Emissions strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Seven Thousand Seventy-Five and No/100 U. S. Dollars ($7,075.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in

writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

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

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly

and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the

compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party

alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

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

Contractor: Ben White Architecture, LLC
Benjamin White, Owner
PO Box 2921
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the

Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that

any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

[*OR COUNTY MANAGER SIGNATURE*]

CONTRACTOR

By _____
Ben White Architecture, LLC

Its: Owner / Architect

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

BEN WHITE
ARCHITECTURE

AGREEMENT FOR SERVICES 01

EXHIBIT A

October 2, 2023

John Cattles
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

Re: Agreement for Architectural Services to Remodel the Zugelder Library

Dear John,

I am delighted to offer this Agreement for Architectural Services ("Agreement") for a remodel to the Ann Zugelder Library at 307 North Wisconsin Street, hereafter referenced as the "Project."

This Proposal includes as-built conditions and computer modeling of the existing 3,000 square foot building, interior remodeling design to covert the space into a conference room and offices, and stamped Construction Drawings to permit and construct the remodel.

Scope of Work

Here are the specific services Ben White Architecture, LLC will provide, hereafter referenced as "I" or "Architect," for you, hereafter referenced as "you" or "Owner":

Schematic Design

1. Visit the site and take photographs and measurements of the existing building.
2. Draft the existing conditions in a 3D computer model.
3. Provide a Preliminary Design option showing the interior remodel.
4. Meet up to two times with you and your constituents to review the plans.
5. Make any necessary revisions to the plans.
6. Review the remodel plans with the City of Gunnison Planning Department.

Estimated Hours, Schematic Design – **32 Hours**
Estimated Fee, Schematic Design - **$3,945**

Construction Drawings

1. With authorization to proceed, provide Construction Drawings to price and construct the remodel.
2. Deliverables will include Site Plan, Life Safety Plan, Demolition Plan, Floor Plan, Ceiling Plan with Lighting, Roof Plan, Building Sections, Schedules, and any necessary architectural details.
3. Review the Pricing Set with you and your General Contractor.
4. Provide stamped electronic sets to submit to the Gunnison Fire Protection District and City of Gunnison Building Department.
5. I will provide a stamped electronic PDF set for distribution and reproductions.

Estimated Hours, Construction Drawings – **18 Hours**
Estimated Fee, Construction Drawings - **$2,230**

Contract Administration

1. Conduct up to four site visits during the remodeling work, at your request.
2. Site visits will occur at the demolition stage (2 visits), rough-in stage, and final completion.
3. Review submittals, address Contractor questions, assist with cost control measures, and provide documentation for Change Orders.
4. Perform a final inspection, initiate Punch List items, and provide project close-out documentation. Assist with warranty issues.

Estimated Hours, Contract Administration – **6 Hours**
Estimated Fee, Contract Administration - **$900**

Time Schedule

I am available to begin work as early as October 9th. I would like to allocate two weeks for the Schematic Design phase followed by two weeks for your reviews and comments. I will then need approximately two weeks to complete the Construction Drawings.

Fee Structure & Billing

The total fee assumes that the Scope of Work can be completed in **56 hours**. The project will be billed hourly according to the attached Rate Schedule against an **Estimated Lump Sum of $7,075**. The Lump Sum fee will not be exceeded except with written authorization from you, the Owner.

Should you add substantially to the Scope of Work, request changes to the design after the Construction Drawings are complete, or request Additional Services beyond the Scope of Work, I will provide an estimate of the hours and associated fees, and gain your approval prior to proceeding. Such services will be billed as an Additional Service per the attached Rate Schedule.

I do not anticipate Reimbursable expenses for this project. I will provide paperless services for as much work as possible via email and PDF documents. Should any be required, the types and rates of reimbursable expenses are included in the attached Rate Schedule. Reimbursable expenses will be billed as a separate line item plus 15% of the expense incurred.

A bill for my services, consultant services, and reimbursable expenses will be sent to you monthly via email. Payment shall be made in full within 30 days of the date of billing. All balances due 45 days from the date of billing shall incur interest at the rate of 1.5% per month. Use of the drawings for construction is granted only when full payment for services rendered is received.

Exclusions & Additional Services

This Agreement does not include extensive or destructive investigations and will rely on information from conditions that are readily visible. The Scope of Work does not include testing and abatement of any hazardous materials. This Agreement does not include an open bid, bid solicitation, or contract negotiation with a General Contractor. I can assist with an open bid as an Additional Service.

The Scope of Work does not include mechanical, electrical, or plumbing engineering and assumes that heating, electrical, and plumbing systems will be existing to remain or improvements will be design-build by the General Contractor. I would be happy to enlist professional consultants to assist with additional engineering design.

The Scope of Work does not include interior design, extensive casework or cabinet design, lighting or plumbing fixture selections, irrigation systems, extensive or specialized stormwater management, or fire suppression system design.

Standard of Care & Termination

The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

This Agreement may be terminated by the Client or the Architect upon not less than seven days written notice for convenience or for cause, including and without limitation, for nonperformance or nonpayment. In the event of termination, the Architect shall be paid for services performed prior to the termination notice date. Relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement. This

~~Agreement expires if not signed by Client and returned to Architect within thirty calendar days of Client's receipt of this Agreement.~~ Please delete provision. - BW

Additional Information

Architect will maintain general and professional liability insurance in the amount of $1,000,000 per claim and $2,000,000 aggregate.

This Agreement is governed by the laws of the State of Colorado and any action related to this Agreement shall be brought in the state courts in Gunnison County, Colorado. In the event legal action is brought to enforce, interpret, or determine the rights and duties of the parties hereto, the prevailing party shall be awarded reasonable attorneys' fees and costs incurred in connection therewith.

Any dispute arising out of this Agreement shall first be submitted to mediation prior to any legal proceeding taking place. If the parties cannot mutually agree upon a mediator, they shall submit the mediation process to the Judicial Arbiter Group in Denver, Colorado and instruct JAG to choose a mediator. The cost of mediation shall be divided equally between the parties

Limitation of Liability: Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect's consultants, nor Architect's agents or employees shall be jointly, severally, or individually liable to the Client for any claims, demands, damages, judgments, or losses, in excess of the amount of proceeds available to Architect. The term "proceeds available" means the proceeds of liability or errors and omissions insurance available to Architect. In no event shall Architect, Architect's consultants, or Architect's agents or employees be jointly, severally, or individually liable in an amount that is in excess of the total amount of fees received by Architect from the Client under this Agreement. The parties understand and agree that Architect is acting as an architect and not as a contractor hereunder and nothing shall be construed as imposing on Architect any duty or obligation over work done by Client's contractors, subcontractors, or consultants, nor shall Architect have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Client's contractors, subcontractors, or consultants, or for safety precautions and programs incident to such work or for any failure of Client's contractors, subcontractors, or consultants to comply with laws, rules, regulations, ordinances, codes, or documents provided by Architect.

This Agreement represents the entire and integrated agreement between the Client and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Architect.

I appreciate the opportunity to work with you.

Benjamin White
Ben White Architecture, LLC

BEN WHITE
ARCHITECTURE

RATE SCHEDULE 2023/2024

Professional Services

Architectural Services	$135.00 per hour
Project Coordination & Drafting	$110.00 per hour
Contract Administration	$150.00 per hour
Additional Services	$150.00 per hour

Reimbursable Expenses

Mileage (or current IRS rate)	$0.65 per mile
Mileage to Site	No Cost
8.5" x 11"	$0.25 per sheet
11" x 17"	$0.35 per sheet
24" x 36" Black & White Prints	$3.50 per sheet
24" x 36" Color Prints	$9.25 per sheet

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Payscale; Payfactors Basics Bundle; $6,0

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 01/01/2024 **Term Ends:** **Grant Contract #:**

Summary:

This tool was used in the 2022-23 compensation analysis and will be used in HR for future new job pointing/slotting as well as for reclassifications and pay changes.

Fiscal Impact: 6,000 annually

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/14/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

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

Agenda Date: 12/19/2023

Revised April 2015

Mailing Address: 113 Cherry St, Suite 96140 Seattle, WA 98104 Valid Until December 31, 2023

CUSTOMER NAME: Gunnison County

CONTACT INFORMATION

Sold To:	Bill To:
Gunnison County	Gunnison County
221 N. Wisconsin Ave, Suite E	221 N. Wisconsin Ave, Suite E
Gunnison, Colorado 81230	Gunnison, Colorado 81230
United States	United States
Matthew Birnie	Matthew Birnie
mbirnie@gunnisoncounty.org	mbirnie@gunnisoncounty.org
(800) 726-3523	(800) 726-3523

BILLING INFORMATION

Billing Cycle: Annual
Payment Terms: Net 30
Currency: USD
Taxes: Prices shown below do not include any state and local taxes that may apply. These taxes are the sole responsibility of the Customer and will appear on the final invoice, unless Customer has provided Payscale with a tax exemption certificate.

PRODUCT DETAILS

of Employees: 200

Payfactors Basics Bundle

PRODUCT NAME(S)	QTY	TERM (MONTHS)
Payfactors Basics	1.00	12
HR Market Analysis - United States	1.00	12
Implementation - T1	1.00	N/A

One-Time Fees	USD 0.00
Annualized Fees	USD 6,000.00
Total Price	**USD 6,000.00**

TERMS & CONDITIONS

- **Subscription Start Date:** Customer's Subscription Term starts on the date of the last signature set forth below.

DRAFT

- **Master Subscription Agreement:** This Order Form and Customer's purchase and use of the Payscale services are governed by the Master Subscription Agreement ("MSA") available at https://www.payscale.com/content/legal/msa.pdf.

- **Documentation:** Payscale Services are subject to product and service specific terms and requirements available at https://www.payscale.com/about/documentation ("Documentation").

Special Terms:

- This Order Form and Customer's purchase and use of the PayScale products and services described herein are governed by the MSA amended as follows:

- **Section 13.4**. Customer and Payscale agree that for Payscale Services purchased pursuant to this Order Form, Section 13.4 (Publicity) of the MSA shall be replaced in its entirety as follows:
  - **13.4. Publicity**. Except with Customer's prior written consent, Payscale shall not identify Customer as a Payscale customer in or on Payscale's demonstrations, website, or other promotional materials. Payscale's use of Customer's name and logo will be in accordance with any guidelines provided by Customer. Upon Customer's written request, Payscale will promptly remove Customer's name or any Customer marks from Payscale's website, and to the extent feasible, Payscale's marketing materials. Notwithstanding the foregoing, where Customer is participating in Data Sharing Services, its name will be included in the Data Sharing Service according to the Agreement and the Documentation.

- **Governing Law; Jurisdiction and Venue:** This Agreement is governed by the laws of the State of Delaware, without regard to conflicts of laws provisions thereof. The jurisdiction and venue for actions related to this Agreement or the subject matter hereof will be the courts located in Delaware, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto.

- **Opt-Out of PayScale Company Sourced Data:** Customer has elected to not participate in the Aggregated Data (aka PayScale Company Sourced Data). As such, Customer Data will be excluded from the Aggregated Data and Customer will not be listed as a participant in the Aggregated Data. Customer may later elect to participate in the Aggregated Data by notifying PayScale via email and Customer agrees that its participation will be subject to the terms of the Master Subscription Agreement.

- **Indemnification by Customer.** The Parties agree that Section 11.2 (Indemnification by Customer") shall be deleted and replaced with the below:
  To the extent permitted under the law, and subject to the terms and conditions set out in this Section 11, at its expense, Customer will indemnify and defend Payscale against any Third Party Claim arising out of, related to, or alleging (a) that all or any part of the Customer Data violates the privacy or other legal right of such third party; (b) Customer's use of a Payscale Service in breach of Section 2.3 of this Agreement; (c) Customer's breach of its confidentiality obligations set forth in Section 8; and (d) Payscale's usage of the Third Party Surveys in connection with Customer's use of the Payscale Services, so long as Payscale's usage is in accordance with this Agreement. Customer's obligations pursuant to this Section include, without limitation: (i) settlement at Payscale's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customer's assumption of the defense (but not attorneys' fees incurred thereafter). Customer's obligations under this Section 11.2 with respect to any Third Party Claims will be comparatively reduced to the extent the Third Party Claim results from: (i) Payscale's use of Customer Data in breach of this Agreement; or (ii) Payscale's gross negligence or willful misconduct.

DRAFT

By signing this Order Form, you represent that you are authorized to sign on behalf of your organization and agree to all referenced terms and conditions.

Gunnison County		**Payscale, Inc.**	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement to Disburse Behavioral

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison RE1J School District

Term Begins: 10/1/23 **Term Ends:** **Grant Contract #:**

Summary:

Gunnison County wishes to partner with the School District for behavioral health navigation services as part of the Behavioral Health Administration (BHA) Children Youth and Families grant #182014, attached.

Fiscal Impact: 57,600

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/14/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

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

Agenda Date: 12/19/2023

Revised April 2015

Intergovernmental Agreement to Disburse Behavioral Health Administration Monies to Increase Access to Navigation Services for Behavioral Health

This Intergovernmental Agreement to Disburse Behavioral Health Administration (BHA) Grant Monies to Increase Access to Navigation Services for Behavioral Health, hereinafter referred to as the "Agreement", is made effective on October ____, 2023, by and between the Board of County Commissioners of Gunnison County, hereinafter referred to as "Gunnison County" or "Grant Recipient", and the Gunnison Watershed School District, hereinafter known as "Grant Sub-Recipient", which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. § 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, Gunnison County has applied for and received a state grant from the Colorado Behavioral Health Administration for the purpose of establishing or expanding behavioral health care navigation and coordination services; and

WHEREAS, Gunnison County contracted with the State of Colorado under CMH#24 IBEH 182014, hereinafter referred to as "the contract"; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing access to navigation services in Gunnison County Schools; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

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

AGREEMENT

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with

generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

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

3. TERM.

The term of this Agreement shall commence on August 28, 2023 and shall terminate on July 30, 2024, unless sooner terminated or replaced as provided herein.

4. STRATEGIC RESULTS.

Execution of this Agreement will assist the Parties to promote optimal community and family health, safety and well-being through establishing or expanding behavioral health care navigation and coordination services.

5. AWARD OF GRANT MONIES.

a. AWARD. The total amount of the award to Grant Sub-Recipient is fifty-seven thousand six hundred and 0/100 dollars ($57,600.00). Payment shall be made by Grant Recipient to Grant Sub-Recipient within 15 days of receipt of an invoice.

b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of establishing or expanding behavioral health navigation and coordination services. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.

c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

a. REPORTS. Grant Recipient shall compile all requisite monthly progress report

information from Grant Sub-Recipient and shall submit monthly progress reports pursuant to the Reporting Requirements of the contract. Grant Sub- Recipient shall comply with the Reporting Requirements of the contract by sending reports to the Grant Recipient at the end of each Reporting Period.

b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub- Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

8. INDEMNIFICATION.

Grant Sub-Recipient agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Grand Sub-Recipient or its employees, subcontractors or agents in connection with this Agreement.

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

9. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases

to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

a. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

b. 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.

c. 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.

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

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

f. STATUTES, REGULATIONS, AND OTHER AUTHORITY. Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

g. INUREMENT. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

h. SURVIVAL. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

i. WAIVER OF RIGHTS AND REMEDIES. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a

Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

j. NO THIRD-PARTY BENEFICIARIES. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

k. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101, et seq. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

12. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first-class US mail, postage prepaid, addressed as follows:

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

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

Gunnison Watershed School District:

Leslie Nichols, Superintendent
Gunnison Watershed School District
800 North Boulevard St.
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

13. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

14. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

GUNNISON WATERSHED SCHOOL DISTRICT

By: Leslie Nichols
Leslie Nichols, Superintendent

ATTEST:

Jolinn Klingsmith

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

1. Employ a Behavioral Health Navigator during the 2023-2024 school year, including summer school, to do the following activities:
    a. Perform outreach to vulnerable populations on behavioral health opportunities and related resources.
    b. Connect vulnerable populations to behavioral health services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation and language.
    c. Outreach will occur by phone, at in-person events, or consist of other activities that meet the needs of the community.
    d. Participate in behavioral health navigation trainings and network meetings put on by Gunnison County or other relevant community resources.
    e. Utilize tracking of unduplicated client referrals to measure progress, including documentation of demographic information and sharing that information with Gunnison County monthly.
2. Invoicing will occur by the 15th of the month following and will include documentation of expenses. Documentation will include:
    a. Timesheets, invoices, receipts.
3. Quarterly check-ins with Gunnison County Project Manager will be attended by a Grant Sub-Recipient representative in order to discuss progress and any challenges.

Gunnison County will:

1. Review monthly invoices and documentation for accuracy and notify Grant Sub-Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.

DocuSign Envelope ID: 59178DE8-2A63-4F9A-992F-9A16DF27CD0A

v.4.09

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 182014	**eClearance#:** 2307044
State Agency Colorado Department of Human Services Behavioral Health Administration	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2024 $232,486.00 Extension Terms None Maximum Amount for All Fiscal Years $232,486.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2023 **Initial Contract Expiration Date** June 30, 2024 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 4 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act - C.F.D.A. 21.027	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

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Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. §27-60-502. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): RFP 20230000171
State Representative Summer Gathercole, Deputy Commissioner of Operations, Behavioral Health Administration 710 Ash Street C140, Denver, CO 80246 303-866-2354 | summer.gathercole@state.co.us	**Contractor Representative** Margaret Wacker, Community Health Manager Gunnison County 200 E. Virginia Avenue, Gunnison, CO 81230 970-641-7913| mwacker@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA Business Associates Addendum / QSOA
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - SLFRF Subrecipient Provisions

Contract Purpose
To establish/expand services to address local behavioral health needs along continuum of care, including services for children, youth, and families with severe needs.

Signature Page Begins On Next Page

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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 Gunnison County DocuSigned by: D907287707 9D4CD... By: Jonathan Houck, Chair of the BOCC Date: 8/24/2023	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by: Michelle Barnes 44E9E443866A493... By: Michelle Barnes Executive Director, Colorado Department of Human Servic Behavioral Health Administration Date: 8/28/2023
2nd State or Contractor Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416...
By:
Andrea Eurich/Toni Williamson

Effective Date: 8/29/2023

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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 §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as 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.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

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), then 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 and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "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.

N. "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 Records 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.

O. "Initial Term" means the time period defined in §2.B.

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

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (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.

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 in § 24-72-102, et. Seq., C.R.S.

T. "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.

U. "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, Educational Records, Substance Use Disorder 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 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.

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

W. "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.

X. "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.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "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.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "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

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease 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 §21 "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.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 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 at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

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 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages 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 §15 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 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 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, the federal government, and any duly authorized agent of a governmental entity, 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.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this 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 if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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, Contractor 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 Contractor and its Subcontractors are not 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT

LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. 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.

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. 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.

I. Primacy of Coverage

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

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All 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.

L. Public Entities

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

M. Certificates

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 section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable

and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. 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 noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

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 §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, 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.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS 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.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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.

iii. Assignments and Assistance

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. 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are 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.

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 section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. 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.

P. Third Party Beneficiaries

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

Q. 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.

R. 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.

S. 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.

T. 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 licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U 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 Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall 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. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

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

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract 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	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

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€: 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.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	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** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work
Children, Youth, and Family Behavioral Health Services Grants

Article 1
Purpose and Target Population

1.1 **Purpose**

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth- oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 **Target Population**

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

Article 2
Definitions and Acronyms

Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

Local Government means a county, municipality, city and county, or local education provider.

Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

Nonprofit Organization means an organization that is exempt from taxation under Section 501 (c)(3) of the federal "Internal Revenue Code of 1986, as amended.

Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

Statement of Work **(SOW)**

State Court Administrator's Office **(SCAO)**

Article 3
Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

a. To expand Child, Youth, and Family (CYF) oriented behavioral health care services.
b. To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
c. To provide care navigation and coordination services.
d. To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment;

e. To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
f. And to fund capital expenditures related to providing the above treatment services.

Article 4
Roles & Responsibilities

4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.

4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.

4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.

4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.

4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.

4.6 Contractor shall use the CLAS Standards (https://thinkculturalhealth.hhs.gov/) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.

4.7 Services shall be provided in English and Spanish.

4.8 Period of Performance
a. Overall grant deadline to expend all funds December 30, 2024. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.
b. State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.

4.9 **Annual Report.** Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

4.10 **Final Report.** Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

Article 5
Reporting, Deliverables, & Due Dates

5.1 Criteria for Acceptance of Deliverables

a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 **Deliverables Table**

Deadline	***Article Where Assigned***	***Activity***
Within ten (10) days following each quarter ended September, December, March, and June	**SOW, Article 6.1**	SLFRF Quarterly Report on a template provided by the BHA.
June 15, 2024	**SOW, Article 4.9**	Annual Report
December 15, 2024	**SOW, Article 4.10**	Final Report
Method of Report Delivery (emailed to cdhs_BHAdeliverables@state.co.us		

*****_Deadlines occurring after June 30, 2024, are contingent upon contract renewal._

******_Deliverables can be changed administratively._

Article 6
Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

Article 7
Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
b. For capital projects or investments exceeding $50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
e. Contractor agrees to allow BHA to conduct site visits as necessary.
f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.
m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.
n. The Contractor shall maintain property records for the duration of the award and at minimum three (3) years after final report which at a minimum include:
    i. a description of the property
    ii. a serial number or other identification number
    iii. the source of funding for the property (including the FAIN)
    iv. who holds title
    v. the acquisition date(s)
    vi. cost of the property
    vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
    viii. the location, use and condition of the property.
    ix. Any ultimate disposition data including the date of disposal and sale price of the property.

COLORADO
Behavioral Health Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template

BHA Program	Children, Youth, Family Services Grants, HB22-1281

Contact Information

Agency Name	Gunnison County	**Program Contact Name, Title**	Margaret Wacker, Community Health Manager
		Phone	970-641-7913
		Email	mwacker@gunnisoncounty.org
Budget Period	**07/01/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project	**Date Completed**	6/9/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Hours on Project**	**Total Amount Requested from BHA**
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	$ 48.00	$15.00	208.00	$ 13,104.00
Health Navigator - Bilingual	Provides navigation services for whole person health.	$ 27.00	$4.00	1040.00	$ 32,236.15
Family Navigator	Provides navigation services for whole person health.	$ 27.81	$4.92	520.00	$ 17,019.60
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	$ 26.47	$8.00	520.00	$ 17,924.92
Parents As Teachers Coordinator	Coordinates and provides PAT services.	$ 26.47	$13.00	520.00	$ 20,524.92
Parents As Teachers Bilingual Facilitator	Provides bilingual PAT services.	$ 26.00	$3.65	520.00	$ 15,418.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 116,227.59**
Client Costs					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Requested from BHA**
					$ -
				Total Client Costs	**$ -**

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	**Description of Work**	**Rate**	**Quantity**	**Requested from BHA**
TBD	Psycho-education sessions for adolescents and families.	$ 80.00	80	$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	$ 170.00	100	$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	$ 4,800.00	12	$ 57,600.00
				$ -
			Total Contract Services	**$ 81,000.00**

Occupancy				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from BHA**
				$ -
			Total Occupancy	**$ -**

Operating				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from**
Computer and Phone Costs	Computer/IT costs for 1.5FTE is $375/month, phone costs are $150/month.	$ 525.00	12	$ 6,300.00
Meeting Costs	$150/meeting for Network Meetings and Training Meetings	$ 150.00	15	$ 2,250.00
				$ -
			Total Operating	**$ 8,550.00**

Depreciation/Amortization		Annual Budget
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**

Capital Costs				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Renovations	Renovations at Gunnison County Family Serving buildings to increase	$ 2,500.00	10	$ 25,000.00
				$ -
			Total Capital Costs	**$ 25,000.00**

TOTAL DIRECT COSTS (TDC)	**$ 230,777.59**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 32,000.00
Rent	$ -
Equipment (over $5000)	$ -
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 25,000.00
Total Expenses per OMB 2CFR § 200	**$ 57,000.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 173,777.59**

Indirect Costs			Annual Budget
Item	**Description of Item**	**Percentage**	**Requested from BHA**
Indirect Costs	10% Indirect Rate for Gunnison County	10%	$ 17,377.76
		Total Indirect	$ 17,377.76

Grand Total Expenses	**$**	**248,155.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	$20,000,000 or more	5%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED **$ 12,407.75**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	$ -
Medicaid Capitation Encounters	$ -
valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable	$ -
BHA Indigent Encounters**	$ -
3rd Party Insurance Cash Receipts	$ -
Medicare Cash	$ -
Self-Pay/Client Fees	$ -
Cash from other Sources: (Specify below)	$ -
	$ -
	$ -
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area*	
***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	$ -
Other State Revenue/Accrual	$ -
Federal Grant Funds/Accrual	
Local Funds/Accrual	$ -
Private Grant Funds/Accrual	
Public Support	$ -
Private Support	$ -
In-Kind Donations	$ 15,669.00
	$ -
Other Funds (Specify below)	$ -
	$ -
	$ -
Total Contracts and Grants	$ 15,669.00
Grand Total Revenue Offset	$ 15,669.00
Net Cost	**$ 232,486.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*171.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such

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that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization 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, 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.

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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.

i. 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.

ii. 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.

iii. 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.

d. 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).

e. 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.

f. 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.

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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.

g. 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, 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 https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

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m. 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 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.

n. 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

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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 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.

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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.

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.

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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 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.

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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.

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.

b. 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

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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.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT E - Supplemental Provisions for Federal Awards

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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, 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.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**
   ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**.
   iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**.
   iv. The Federal award date is **May 18, 2021.**
   v. The subaward period of performance start date is **July 1, 2023,** and end date is **June 30, 2024.**
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	**$232,486.00**	**$232,486.00**	**$232,486.00**

   vii. Federal award project description: **To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs.**
   viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds,** and dollar amount is **$3,828,761,790**.
   x. This award **not** for research & development.

xi. 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 CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
4) Subrecipient's approved indirect cost rate is **10 %**.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS 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 Exhibit and **N/A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **90** 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**

If a box below is checked, the accompanying provision applies.

i. ☐ Subrecipient is not required to provide matching funds.

ii. X Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS 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 CDHS 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.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

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

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "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.

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "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 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "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 "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "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.

1.1.21. "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), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. 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;

1.1.21.3. 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;

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

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

1.1.21.6. 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.

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

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

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

2. COMPLIANCE.

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, 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 Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

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

3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 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

4.1.2.2. $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 if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. 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.

5. REPORTING.

5.1. If Contractor/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 Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, 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.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. 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.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. 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:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. 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.

8.2. If the source of funding is a Grant: 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.

8.3. 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.

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/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 200.311-200.332 (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.

10. SINGLE AUDIT REQUIREMENTS.

10.1. 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.

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/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 Contract/Grant.

11.1.1. [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.

11.1.2. [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).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" 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,"/"funding Contract", 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.

11.1.4. 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 awardee(s) 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).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. 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.

11.1.7. 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.

11.1.8. 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.

12. CERTIFICATIONS.

12.1. Unless prohibited by Federal statutes or regulations, Recipient/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.

13. EXEMPTIONS.

13.1. 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.

13.2. A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/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 Contract/Grant, at law or in equity.

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

14.2.1. 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;

14.2.2. 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;

14.2.3. 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;

14.2.4. 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

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

EXHIBIT END

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	$232,486.00
Total			$232,486.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

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

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. 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. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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

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

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

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2.1.8. "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.

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

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

2.1.9.2. Is not organized primarily for profit; and

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

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

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

2.1.12. "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.

2.1.13. "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.

2.1.14. "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.

2.1.15. "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. "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

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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.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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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 Agreements and Subcontractors 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 Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 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.

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL 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. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

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. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

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

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
(1) how the Subrecipient will ensure the project has ready

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

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 Agreements and purchase orders for work or products under this award.

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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.

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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 AGREEMENTS.

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 Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement 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 an Agreement 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, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

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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. Agreements 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 Agreement 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.

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 Agreement, 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 Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, 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.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2. 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;

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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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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D807287707 9D4CD... 8/24/2023

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending Certain Charges and Fees for

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Rates to increase 4% as detailed in approved 2024 Budget

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES EFFECTIVE JANUARY 1, 2024

THIS RESOLUTION SUPERSEDES RESOLUTION 22-48

WHEREAS, the Gunnison County Landfill, also known as the Six Mile Lane Landfill ("Landfill") was established pursuant to Resolution No. 18, Series 1985; and

WHEREAS, the Solid Waste Fund is operated and funded through charges and fees for services at the Landfill site and sales of materials at the Gunnison County Recycling Center located at 195 Basin Park Drive; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, wants to adjust the charges and fees for the Landfill to better fund that operation and make it self-supporting; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of a County administered recycling program; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future closure and post-closure of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future Landfill expansion construction costs of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting costs associated with sage grouse mitigation; and

WHEREAS, a solid waste user fee shall be imposed in addition to all charges and fees specified herewith pursuant to Colorado Revised Statutes 25-16-104.5;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2024:

CHARGE	Fee Distribution Rates per Unit						TOTAL	
	Recycling	Closure	Constr	Sage Grouse	State Fees	Land-fill		
Compacted	17.69	3.02	11.23	4.06	1.27	22.74	**60.00**	/t
Clean Wood	17.69	3.02	11.23	4.06	0.00	24.01	**60.00**	/t
Concrete <12" Diam.	17.69	3.02	11.23	4.06	0.00	24.01	**60.00**	/t
Concrete >12" Diam.	17.51	2.98	11.11	4.06	0.00	49.34	**85.00**	/t
Ground Constr. Debris	17.69	3.02	11.23	4.06	1.27	22.74	**60.00**	/t
Loose	17.69	3.02	11.23	4.06	1.27	45.74	**83.00**	/t
Tires0Passenger	2.52	0.43	1.55	0.37	0.00	8.13	**13.00**	/ea
Tires0Passenger w/rim	3.58	0.59	2.18	0.57	0.00	12.07	**19.00**	/ea
Tires0Truck	3.58	0.59	2.18	0.90	0.00	11.74	**19.00**	/ea
Tires0Truck w/rim	7.38	1.24	4.51	1.82	0.00	22.05	**37.00**	/ea
Tires0Loader	7.38	1.24	4.51	1.52	0.00	22.35	**37.00**	/ea
Tires0Loader w/rim	14.54	2.42	8.88	3.03	0.00	46.13	**75.00**	/ea
Tire Rim	0.58	0.00	0.00	0.00	0.00	3.42	**4.00**	/ea
Mattress or Box Spring	0.00	0.00	0.00	0.00	0.00	31.00	**31.00**	/ea
Biosolids	17.52	2.98	11.11	4.06	1.27	48.06	**85.00**	/t
Appliance	2.72	0.00	0.00	0.00	0.00	13.28	**16.00**	/ea
Refrigerator/Freezer	5.65	0.00	0.00	0.00	0.00	25.35	**31.00**	/ea
Special Waste	0.00	2.98	11.11	4.06	1.27	17.58	**37.00**	/t
Beneficial Use	0.00	0.00	0.00	0.00	0.00	30.00	**30.00**	/t
Asbestos	17.48	2.98	11.11	4.06	1.27	272.10	**309.00**	/t
Recyclable Metal	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	/t
Administration Fee	0.00	0.00	0.00	0.00	0.00	224.00	**224.00**	
Minimum Charge	0.00	0.00	0.00	0.00	0.00	16.00	**16.00**	
Untarped Load Penalty	0.00	0.00	0.00	0.00	0.00	150.00	**150.00**	
Weight Slip	0.00	0.00	0.00	0.00	0.00	13.00	**13.00**	
Failed Inspection	0.00	0.00	0.00	0.00	0.00	75.00	**75.00**	
Ticket Copies	0.00	0.00	0.00	0.00	0.00	7.00	**7.00**	

BE IT FURTHER RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that, in the event of impairment of the scale, the following charges and fees are hereby established:

	Fee Distribution Rates per Unit							
CHARGE	**Recycling**	**Closure**	**Constr**	**Sage Grouse**	**State Fees**	**Landfill**	**TOTAL**	
Compacted	6.65	1.12	4.22	1.50	0.37	9.14	**23.00**	/yd
Clean Wood	5.38	0.92	3.41	1.19	-	8.11	**19.00**	/yd
Concrete <12" Diam.	11.07	1.89	7.02	2.49	-	14.54	**37.00**	/yd
Concrete >12" Diam.	28.68	4.90	18.18	6.65	-	53.59	**112.00**	/yd
Ground Constr. Debris	6.65	1.12	4.22	1.50	0.37	9.14	**23.00**	/yd
Loose	4.86	0.83	3.08	1.09	0.37	12.77	**23.00**	/yd
Biosolids	9.09	1.55	5.76	2.13	0.37	26.09	**45.00**	/yd
Special Waste	-	1.82	6.74	2.43	0.37	11.63	**23.00**	/yd
Beneficial Use	-	-	-	-	-	23.00	**23.00**	/yd
Asbestos	4.20	0.72	2.65	0.98	0.37	66.08	**75.00**	/yd

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.
2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

BE IT FURTHER RESOLVED that the above fees amend and supersede any previous conflicting fees and shall remain in full force and effect until changed by resolution of the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this 19 day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending the Gunnison County Budget fo

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Budget Amendments to the 2023 Gunnison County Approved Budget

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2023-__

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2023 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are decreased in the amount of $168,824 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $361,666 as detailed by account numbers on Appendix A attached.
2. Public Works Fund. The revenues are increased in the amount of $2,270,550 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $,112,419 as detailed by account numbers on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $90,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $378,206 as detailed by account numbers on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $196,270 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $176,910 as detailed by account numbers on Appendix A attached.
5. Airport Operations Fund. The revenues are decreased in the amount of $440,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $936,093 as detailed by account numbers on Appendix A attached.
6. Sage Grouse Fund. The expenditures are increased in the amount of $24,037 as detailed by account numbers on Appendix A attached.
7. Capital Projects Fund. The revenues are increased in the amount of $300,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $300,000 as detailed by account numbers on Appendix A attached.
8. ISF I Fleet Fund. The expenditures are remained constant in net effect as detailed by account numbers on Appendix A attached.
9. ISF II Info Tech Fund. The expenditures are increased in the amount of $60,784 as detailed by account numbers on Appendix A attached.
10. ISF III Health Insurance Fund. The expenditures are increased in the amount of $382,394 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby

appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-43 and 2022-44 respectively - for Gunnison County for the fiscal year beginning January 1, 2022 and ending December 31, 2022; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT
01101010	44220	G1220	ADD GRANT		200,000.00
01101010	44892	G1220	ADD GRANT		200,000.00
01101010	59025	G1220	ADD GRANT	400,000.00	
01112010	57363		INCREASE SOFTWARE	5,000.00	
01113000	44279	G3830	ADD GRANT SB22-153		21,106.00
01113000	56140	G3830	ADD GRANT SB22-153	9,106.00	
01113000	57329	G3830	ADD GRANT SB22-153	12,000.00	
01119010	44261	G3220	UPDATE BUDGET		41,264.00
01119010	44261	G3220	CORRECT BUDGET	42,164.00	
01125000	55110		CORRECT CORONER BUDGET	26,115.00	
01125000	55112		CORRECT CORONER BUDGET		8,465.00
01125000	55210		CORRECT CORONER BUDGET	1,167.00	
01125000	55230		CORRECT CORONER BUDGET	1,306.00	
01125000	55240		CORRECT CORONER BUDGET	17.00	
01125000	55250		CORRECT CORONER BUDGET	59.00	
01150000	59032		EMPLOYEE RECOGNITION	4,500.00	
01158000	44260	G4300	ADD NEW GRANT TO BUDGET		416,076.00
01158000	55110	G4300	ADD NEW GRANT TO BUDGET	6,500.00	
01158000	55111	G4300	ADD NEW GRANT TO BUDGET	40,802.00	
01158000	55210	G4300	ADD NEW GRANT TO BUDGET	3,500.00	
01158000	55220	G4300	ADD NEW GRANT TO BUDGET	5,600.00	
01158000	55230	G4300	ADD NEW GRANT TO BUDGET	2,200.00	
01158000	55240	G4300	ADD NEW GRANT TO BUDGET	75.00	
01158000	55250	G4300	ADD NEW GRANT TO BUDGET	75.00	
01158000	55260	G4300	ADD NEW GRANT TO BUDGET	75.00	
01158000	56120	G4300	ADD NEW GRANT TO BUDGET	235,000.00	
01158000	57110	G4300	ADD NEW GRANT TO BUDGET	1,200.00	
01158000	57310	G4300	ADD NEW GRANT TO BUDGET	1,000.00	
01158000	57329	G4300	ADD NEW GRANT TO BUDGET	62,436.00	
01158000	57440	G4300	ADD NEW GRANT TO BUDGET	6,000.00	
01158000	58210	G4300	ADD NEW GRANT TO BUDGET	15,000.00	
01158000	44299	G5071	ADD EARSS GRANT TO BUDGET		101,500.00
01158000	55111	G5071	ADD EARSS GRANT TO BUDGET	43,632.00	
01158000	55210	G5071	ADD EARSS GRANT TO BUDGET	3,338.00	
01158000	55220	G5071	ADD EARSS GRANT TO BUDGET	12,816.00	
01158000	55230	G5071	ADD EARSS GRANT TO BUDGET	2,181.00	
01158000	55240	G5071	ADD EARSS GRANT TO BUDGET	65.00	
01158000	55250	G5071	ADD EARSS GRANT TO BUDGET	43.00	
01158000	55260	G5071	ADD EARSS GRANT TO BUDGET	43.00	
01158000	55280	G5071	ADD EARSS GRANT TO BUDGET	115.00	
01158000	57022	G5071	ADD EARSS GRANT TO BUDGET	315.00	
01158000	57310	G5071	ADD EARSS GRANT TO BUDGET	6,500.00	
01158000	57311	G5071	ADD EARSS GRANT TO BUDGET	2,500.00	
01158000	57312	G5071	ADD EARSS GRANT TO BUDGET	4,500.00	
01158000	57313	G5071	ADD EARSS GRANT TO BUDGET	10,500.00	
01158000	57331	G5071	ADD EARSS GRANT TO BUDGET	3,500.00	
01158000	57332	G5071	ADD EARSS GRANT TO BUDGET	3,500.00	
01158000	57440	G5071	ADD EARSS GRANT TO BUDGET	2,500.00	
01158000	59044	G5071	ADD EARSS GRANT TO BUDGET	5,452.00	
01158000	44497	G7700	INCREASE PAT GRANT BUDGET		7,500.00
01158000	55111	G7700	INCREASE PAT GRANT BUDGET	4,865.00	
01158000	55112	G7700	INCREASE PAT GRANT BUDGET		1,122.00
01158000	55210	G7700	INCREASE PAT GRANT BUDGET	332.00	
01158000	55220	G7700	INCREASE PAT GRANT BUDGET	1,215.00	
01158000	55222	G7700	INCREASE PAT GRANT BUDGET	10.00	
01158000	55230	G7700	INCREASE PAT GRANT BUDGET		56.00
01158000	55240	G7700	INCREASE PAT GRANT BUDGET	6.00	

01158000	55250	G7700	INCREASE PAT GRANT BUDGET	7.00	
01158000	55260	G7700	INCREASE PAT GRANT BUDGET	5.00	
01158000	55280	G7700	INCREASE PAT GRANT BUDGET	15.00	
01158000	56120	G7700	INCREASE PAT GRANT BUDGET	2,509.00	
01158000	57329	G7700	INCREASE PAT GRANT BUDGET		1,725.00
01158000	57332	G7700	INCREASE PAT GRANT BUDGET		1,350.00
01158000	57361	G7700	INCREASE PAT GRANT BUDGET	1,500.00	
01158000	57410	G7700	INCREASE PAT GRANT BUDGET	64.00	
01158000	57440	G7700	INCREASE PAT GRANT BUDGET	1,225.00	
01158000	44497	G7710	ADD TGYS-PAT		15,000.00
01158000	55111	G7710	ADD TGYS-PAT	3,500.00	
01158000	55210	G7710	ADD TGYS-PAT	240.00	
01158000	55220	G7710	ADD TGYS-PAT	750.00	
01158000	55230	G7710	ADD TGYS-PAT	60.00	
01158000	55240	G7710	ADD TGYS-PAT	5.00	
01158000	55250	G7710	ADD TGYS-PAT	10.00	
01158000	55260	G7710	ADD TGYS-PAT	7.00	
01158000	57329	G7710	ADD TGYS-PAT	4,428.00	
01158000	57430	G7710	ADD TGYS-PAT	4,500.00	
01158000	57440	G7710	ADD TGYS-PAT	1,500.00	
01158000	44299	G7800	ADD GRANT TO BUDGET		5,500.00
01158000	44299	G7800	ADD GRANT TO BUDGET		5,500.00
01158000	44299	G7800	CORRECT BUDGET INCREASE	5,500.00	
01158000	44497	G7800	ADD GRANT TO BUDGET		14,500.00
01158000	44497	G7800	ADD GRANT TO BUDGET		14,500.00
01158000	44497	G7800	CORRECT BUDGET INCREASE	14,500.00	
01158000	57310	G7800	ADD GRANT TO BUDGET	2,500.00	
01158000	57310	G7800	ADD GRANT TO BUDGET	2,500.00	
01158000	57310	G7800	CORRECT BUDGET INCREASE	2,500.00	
01158000	57312	G7800	ADD GRANT TO BUDGET	500.00	
01158000	57312	G7800	ADD GRANT TO BUDGET	500.00	
01158000	57312	G7800	CORRECT BUDGET INCREASE		500.00
01158000	57313	G7800	ADD GRANT TO BUDGET	2,000.00	
01158000	57313	G7800	ADD GRANT TO BUDGET	2,000.00	
01158000	57313	G7800	CORRECT BUDGET INCREASE	2,000.00	
01158000	57329	G7800	ADD GRANT TO BUDGET	5,000.00	
01158000	57329	G7800	ADD GRANT TO BUDGET	5,000.00	
01158000	57329	G7800	CORRECT BUDGET INCREASE		5,000.00
01158000	57440	G7800	ADD GRANT TO BUDGET	10,000.00	
01158000	57440	G7800	ADD GRANT TO BUDGET	10,000.00	
01158000	57440	G7800	CORRECT BUDGET INCREASE		10,000.00
01194010	55111		UPDATE BUDGET	5,638.00	
01194010	44221	G2200	UPDATE BUDGET		101,690.61
01194010	44221	G2200	CORRECT BUDGET	101,690.61	
01194010	44221	G2200	INCREASE CHEATGRASS GUNNISON		78,776.00
01194010	44832	G2200	INCREASE CHEATGRASS GUNNISON		24,037.00
01194010	56120	G2200	INCREASE CHEATGRASS GUNNISON	9,932.00	
01194010	56610	G2200	INCREASE CHEATGRASS GUNNISON	3,328.00	
01194010	56630	G2200	INCREASE CHEATGRASS GUNNISON	2,558.00	
01194010	57324	G2200	INCREASE CHEATGRASS GUNNISON	87,507.00	
01194010	57329	G2200	UPDATE BUDGET	85,008.00	
01194010	57329	G2200	CORRECT BUDGET		85,008.00
01194010	57329	G2200	INCREASE CHEATGRASS GUNNISON	10,291.00	
01386100	44261	G3850	MOVE CB SHOP RENO TO FUND 43	692,941.00	
01386100	44812	G3850	MOVE CB SHOP RENO TO FUND 43	692,941.00	
01386100	58210	G3850	MOVE CB SHOP RENO TO FUND 43		1,385,882.00
01530000	44497	G7370	ADD NEXTFIFTY GRANT		13,000.00
01530000	55111	G7370	ADD NEXTFIFTY GRANT	8,903.00	
01530000	55112	G7370	ADD NEXTFIFTY GRANT	600.00	

01530000	55210	G7370	ADD NEXTFIFTY GRANT	460.00	
01530000	55220	G7370	ADD NEXTFIFTY GRANT	2,000.00	
01530000	55222	G7370	ADD NEXTFIFTY GRANT	15.00	
01530000	55230	G7370	ADD NEXTFIFTY GRANT	200.00	
01530000	55240	G7370	ADD NEXTFIFTY GRANT	10.00	
01530000	55250	G7370	ADD NEXTFIFTY GRANT	6.00	
01530000	55260	G7370	ADD NEXTFIFTY GRANT	6.00	
01530000	57410	G7370	ADD NEXTFIFTY GRANT	800.00	
01530010	57329		ADJ T O IGA	5,902.00	
01550000	44260	G4200	ADD BHA HB22-1281 GRANT		106,243.00
01550000	55111	G4200	ADD BHA HB22-1281 GRANT	33,039.00	
01550000	55112	G4200	ADD BHA HB22-1281 GRANT	29,651.00	
01550000	55210	G4200	ADD BHA HB22-1281 GRANT	5,430.00	
01550000	55220	G4200	ADD BHA HB22-1281 GRANT	16,885.00	
01550000	55230	G4200	ADD BHA HB22-1281 GRANT	2,456.00	
01550000	55240	G4200	ADD BHA HB22-1281 GRANT	127.00	
01550000	55250	G4200	ADD BHA HB22-1281 GRANT	206.00	
01550000	55260	G4200	ADD BHA HB22-1281 GRANT	517.00	
01550000	57324	G4200	ADD BHA HB22-1281 GRANT	5,000.00	
01550000	58210	G4200	ADD BHA HB22-1281 GRANT	4,000.00	
01550000	44497	G7109	INCREASE CIRCLE GRANT		14,720.00
01550000	55111	G7109	INCREASE CIRCLE GRANT	9,896.00	
01550000	55111	G7109	INCREASE CIRCLE GRANT		2,101.00
01550000	55210	G7109	INCREASE CIRCLE GRANT	537.00	
01550000	55220	G7109	INCREASE CIRCLE GRANT		1,183.00
01550000	55222	G7109	INCREASE CIRCLE GRANT	19.00	
01550000	55230	G7109	INCREASE CIRCLE GRANT	267.00	
01550000	55240	G7109	INCREASE CIRCLE GRANT	12.00	
01550000	55250	G7109	INCREASE CIRCLE GRANT		1.00
01550000	55260	G7109	INCREASE CIRCLE GRANT	8.00	
01550000	55280	G7109	INCREASE CIRCLE GRANT	11.00	
01550000	56120	G7109	INCREASE CIRCLE GRANT		2,185.00
01550000	57311	G7109	INCREASE CIRCLE GRANT		206.00
01550000	57312	G7109	INCREASE CIRCLE GRANT		348.00
01550000	57313	G7109	INCREASE CIRCLE GRANT	1,528.00	
01550000	57329	G7109	INCREASE CIRCLE GRANT	24,176.00	
01550000	57329	G7109	INCREASE CIRCLE GRANT		1,000.00
01550000	57331	G7109	INCREASE CIRCLE GRANT	1,130.00	
01550000	57332	G7109	INCREASE CIRCLE GRANT	863.00	
01550000	57410	G7109	INCREASE CIRCLE GRANT	833.00	
01550000	57480	G7109	INCREASE CIRCLE GRANT	13,988.00	
01550000	57500	G7109	INCREASE CIRCLE GRANT		31,524.00
01603000	56170		ASSESSOR VALUATION INC	6,000.00	
01603000	57329		ASSESSOR VALUATION INC	500.00	
01603000	57420		ASSESSOR VALUATION INC	5,000.00	
01805000	57329		UPDATE BUDGET	100,000.00	
01805000	57329		CORRECT BUDGET		100,000.00
01808000	57322		DISTRICT ATTORNEY INCREASE	502,593.00	
		GENERAL FUND BUDGET AMENDMENT TOTALS:		3,549,058.61	3,018,568.61
			NET AMENDMENT:	530,490.00	
02335000	44999		CORRECT BUDGET		2,270,550.00
02335000	59032		EMPLOYEE RECOGNITION		4,500.00
02335000	59999		CORRECT BUDGET	2,116,919.00	
		PUBLIC WORKS BUDGET AMENDMENT TOTALS:		2,116,919.00	2,275,050.00
			NET AMENDMENT:	(158,131.00)	
03155000	44240	G3000	JVS BUDGET CORRECTION		90,000.00
03155000	55111	G3000	JVS BUDGET CORRECTION	46,391.00	

03155000	55112	G3000	JVS BUDGET CORRECTION	9,795.00	
03155000	55210	G3000	JVS BUDGET CORRECTION	4,298.00	
03155000	55220	G3000	JVS BUDGET CORRECTION	8,186.00	
03155000	55230	G3000	JVS BUDGET CORRECTION	2,809.00	
03155000	55240	G3000	JVS BUDGET CORRECTION	85.00	
03155000	55250	G3000	JVS BUDGET CORRECTION	74.00	
03155000	55260	G3000	JVS BUDGET CORRECTION	56.00	
03155000	56180	G3000	JVS BUDGET CORRECTION	200.00	
03155000	57311	G3000	JVS BUDGET CORRECTION	500.00	
03155000	57312	G3000	JVS BUDGET CORRECTION	500.00	
03155000	57313	G3000	JVS BUDGET CORRECTION	500.00	
03155000	57329	G3000	JVS BUDGET CORRECTION	6,000.00	
03155000	57331	G3000	JVS BUDGET CORRECTION	500.00	
03155000	57361	G3000	JVS BUDGET CORRECTION	150.00	
03155000	57410	G3000	JVS BUDGET CORRECTION	100.00	
03155000	57440	G3000	JVS BUDGET CORRECTION	500.00	
03155000	57491	G3000	JVS BUDGET CORRECTION	1,000.00	
03155000	59044	G3000	JVS BUDGET CORRECTION	8,356.00	
03340140	59999		DHS AMENDMENT	219,336.00	
03350210	55111		DHS CORRECTION	3,000.00	
03360150	57502		BUDGET CORRECTION	23,500.00	
03360150	59012		BUDGET CORRECTION	3,000.00	
03360150	59012		DHS CORRECTION		3,000.00
03360190	55111	G3160	BUDGET CORRECTION	22,379.00	
03360190	55210	G3160	BUDGET CORRECTION	1,712.00	
03360190	55220	G3160	BUDGET CORRECTION	2,611.00	
03360190	55230	G3160	BUDGET CORRECTION	1,119.00	
03360190	55240	G3160	BUDGET CORRECTION	34.00	
03360190	55250	G3160	BUDGET CORRECTION	30.00	
03360190	55260	G3160	BUDGET CORRECTION	20.00	
03360190	57329	G3160	BUDGET CORRECTION	5,000.00	
03360190	57361	G3160	BUDGET CORRECTION	500.00	
03360190	57410	G3160	BUDGET CORRECTION	3,081.00	
03360190	57440	G3160	BUDGET CORRECTION	1,884.00	
03360190	57329	G5010	UPDATE BUDGET	1,000.00	
03380330	44205		DHS CORRECTION	4,000.00	
03380330	44914		DHS CORRECTION		4,000.00
			HHS BUDGET AMENDMENT TOTALS:	382,206.00	97,000.00
			NET AMENDMENT:	285,206.00	

04555000	44260	G4030	ADD CBCAP GRANT TO BUDGET		22,111.00
04555000	55111	G4030	ADD CBCAP GRANT TO BUDGET	3,070.00	
04555000	55210	G4030	ADD CBCAP GRANT TO BUDGET	195.00	
04555000	55220	G4030	ADD CBCAP GRANT TO BUDGET	560.00	
04555000	55222	G4030	ADD CBCAP GRANT TO BUDGET	6.00	
04555000	55230	G4030	ADD CBCAP GRANT TO BUDGET	154.00	
04555000	55240	G4030	ADD CBCAP GRANT TO BUDGET	5.00	
04555000	55250	G4030	ADD CBCAP GRANT TO BUDGET	3.00	
04555000	55260	G4030	ADD CBCAP GRANT TO BUDGET	2.00	
04555000	55280	G4030	ADD CBCAP GRANT TO BUDGET	6.00	
04555000	56110	G4030	ADD CBCAP GRANT TO BUDGET	100.00	
04555000	56120	G4030	ADD CBCAP GRANT TO BUDGET	100.00	
04555000	56180	G4030	ADD CBCAP GRANT TO BUDGET	100.00	
04555000	57310	G4030	ADD CBCAP GRANT TO BUDGET	655.00	
04555000	57311	G4030	ADD CBCAP GRANT TO BUDGET	655.00	
04555000	57324	G4030	ADD CBCAP GRANT TO BUDGET	5,000.00	
04555000	57329	G4030	ADD CBCAP GRANT TO BUDGET	10,000.00	
04555000	57330	G4030	ADD CBCAP GRANT TO BUDGET	400.00	
04555000	57331	G4030	ADD CBCAP GRANT TO BUDGET	250.00	

04555000	57410	G4030	ADD CBCAP GRANT TO BUDGET	350.00	
04555000	57480	G4030	ADD CBCAP GRANT TO BUDGET	500.00	
04555090	44262	G1263	ADD NEW GRANT TO BUDGET		48,111.00
04555090	55111	G1263	ADD NEW GRANT TO BUDGET	30,010.00	
04555090	55112	G1263	ADD NEW GRANT TO BUDGET	2,282.00	
04555090	55210	G1263	ADD NEW GRANT TO BUDGET	3,100.00	
04555090	55220	G1263	ADD NEW GRANT TO BUDGET	52.00	
04555090	55230	G1263	ADD NEW GRANT TO BUDGET	823.00	
04555090	55240	G1263	ADD NEW GRANT TO BUDGET	46.00	
04555090	55250	G1263	ADD NEW GRANT TO BUDGET	42.00	
04555090	55260	G1263	ADD NEW GRANT TO BUDGET	28.00	
04555090	55280	G1263	ADD NEW GRANT TO BUDGET	21.00	
04555090	57020	G1263	ADD NEW GRANT TO BUDGET	563.00	
04555090	57491	G1263	ADD NEW GRANT TO BUDGET	2,083.00	
04556000	44262	G3430	INCREASE TOBACCO BUDGET		88,063.00
04556000	55111	G3430	INCREASE TOBACCO BUDGET	45,985.00	
04556000	55112	G3430	INCREASE TOBACCO BUDGET		25,950.00
04556000	55210	G3430	INCREASE TOBACCO BUDGET		1,010.00
04556000	55220	G3430	INCREASE TOBACCO BUDGET	2,042.00	
04556000	55222	G3430	INCREASE TOBACCO BUDGET	50.00	
04556000	55230	G3430	INCREASE TOBACCO BUDGET		137.00
04556000	55240	G3430	INCREASE TOBACCO BUDGET	7.00	
04556000	55250	G3430	INCREASE TOBACCO BUDGET		16.00
04556000	55260	G3430	INCREASE TOBACCO BUDGET		32.00
04556000	55280	G3430	INCREASE TOBACCO BUDGET	2.00	
04556000	56120	G3430	INCREASE TOBACCO BUDGET		1,872.00
04556000	56611	G3430	INCREASE TOBACCO BUDGET		3,000.00
04556000	57022	G3430	INCREASE TOBACCO BUDGET	180.00	
04556000	57310	G3430	INCREASE TOBACCO BUDGET		500.00
04556000	57311	G3430	INCREASE TOBACCO BUDGET		488.00
04556000	57312	G3430	INCREASE TOBACCO BUDGET		1,000.00
04556000	57313	G3430	INCREASE TOBACCO BUDGET		700.00
04556000	57324	G3430	INCREASE TOBACCO BUDGET		10,000.00
04556000	57329	G3430	INCREASE TOBACCO BUDGET	75,000.00	
04556000	57330	G3430	INCREASE TOBACCO BUDGET		500.00
04556000	57332	G3430	INCREASE TOBACCO BUDGET		500.00
04556000	57410	G3430	INCREASE TOBACCO BUDGET		224.00
04556000	57420	G3430	INCREASE TOBACCO BUDGET	214.00	
04556000	57491	G3430	INCREASE TOBACCO BUDGET	1,300.00	
04556000	44262	G3840	ADD OGVP GRANT TO BUDGET		11,960.00
04556000	44262	G3840	INCREASE OGVP GRANT FUNDS		4,300.00
04556000	55111	G3840	ADD OGVP GRANT TO BUDGET	250.00	
04556000	55111	G3840	INCREASE OGVP GRANT FUNDS		250.00
04556000	55112	G3840	INCREASE OGVP GRANT FUNDS	645.00	
04556000	55210	G3840	ADD OGVP GRANT TO BUDGET	19.00	
04556000	55210	G3840	INCREASE OGVP GRANT FUNDS	31.00	
04556000	55220	G3840	ADD OGVP GRANT TO BUDGET	15.00	
04556000	55220	G3840	INCREASE OGVP GRANT FUNDS		15.00
04556000	55230	G3840	ADD OGVP GRANT TO BUDGET	12.00	
04556000	55230	G3840	INCREASE OGVP GRANT FUNDS	20.00	
04556000	55240	G3840	ADD OGVP GRANT TO BUDGET	1.00	
04556000	55250	G3840	ADD OGVP GRANT TO BUDGET	1.00	
04556000	55250	G3840	INCREASE OGVP GRANT FUNDS		1.00
04556000	55260	G3840	ADD OGVP GRANT TO BUDGET	1.00	
04556000	55280	G3840	ADD OGVP GRANT TO BUDGET	1.00	
04556000	55280	G3840	INCREASE OGVP GRANT FUNDS		1.00
04556000	56120	G3840	ADD OGVP GRANT TO BUDGET	1,288.00	
04556000	56120	G3840	INCREASE OGVP GRANT FUNDS	2,712.00	
04556000	57313	G3840	ADD OGVP GRANT TO BUDGET	400.00	

04556000	57313	G3840	INCREASE OGVP GRANT FUNDS	208.00	
04556000	57324	G3840	ADD OGVP GRANT TO BUDGET	800.00	
04556000	57324	G3840	INCREASE OGVP GRANT FUNDS		800.00
04556000	57329	G3840	ADD OGVP GRANT TO BUDGET	2,800.00	
04556000	57329	G3840	INCREASE OGVP GRANT FUNDS	2,785.00	
04556000	57330	G3840	ADD OGVP GRANT TO BUDGET	1,000.00	
04556000	57330	G3840	INCREASE OGVP GRANT FUNDS		1,000.00
04556000	57331	G3840	ADD OGVP GRANT TO BUDGET	1,000.00	
04556000	57331	G3840	INCREASE OGVP GRANT FUNDS	500.00	
04556000	57332	G3840	ADD OGVP GRANT TO BUDGET	485.00	
04556000	57332	G3840	INCREASE OGVP GRANT FUNDS		315.00
04556000	57361	G3840	ADD OGVP GRANT TO BUDGET	600.00	
04556000	57361	G3840	INCREASE OGVP GRANT FUNDS		600.00
04556000	57410	G3840	ADD OGVP GRANT TO BUDGET	1,600.00	
04556000	57410	G3840	INCREASE OGVP GRANT FUNDS	400.00	
04556000	57420	G3840	ADD OGVP GRANT TO BUDGET	100.00	
04556000	57420	G3840	INCREASE OGVP GRANT FUNDS	481.00	
04556000	57440	G3840	ADD OGVP GRANT TO BUDGET	500.00	
04556000	57440	G3840	INCREASE OGVP GRANT FUNDS		500.00
04556000	44262	G3860	ADD LGBTQ GRANT TO BUDGET		9,725.00
04556000	56120	G3860	ADD LGBTQ GRANT TO BUDGET	2,000.00	
04556000	57329	G3860	ADD LGBTQ GRANT TO BUDGET	3,000.00	
04556000	57330	G3860	ADD LGBTQ GRANT TO BUDGET	500.00	
04556000	57331	G3860	ADD LGBTQ GRANT TO BUDGET	375.00	
04556000	57361	G3860	ADD LGBTQ GRANT TO BUDGET	500.00	
04556000	57410	G3860	ADD LGBTQ GRANT TO BUDGET	1,600.00	
04556000	57420	G3860	ADD LGBTQ GRANT TO BUDGET	1,750.00	
04556020	44239	G1300	ADD NEW GRANT TO BUDGET		12,000.00
04556020	55111	G1300	ADD NEW GRANT TO BUDGET	6,770.00	
04556020	55210	G1300	ADD NEW GRANT TO BUDGET	520.00	
04556020	55220	G1300	ADD NEW GRANT TO BUDGET	850.00	
04556020	55230	G1300	ADD NEW GRANT TO BUDGET	339.00	
04556020	55240	G1300	ADD NEW GRANT TO BUDGET	10.00	
04556020	55250	G1300	ADD NEW GRANT TO BUDGET	7.00	
04556020	55260	G1300	ADD NEW GRANT TO BUDGET	4.00	
04556020	57310	G1300	ADD NEW GRANT TO BUDGET	500.00	
04556020	57311	G1300	ADD NEW GRANT TO BUDGET	500.00	
04556020	57312	G1300	ADD NEW GRANT TO BUDGET	500.00	
04556020	57313	G1300	ADD NEW GRANT TO BUDGET	1,500.00	
04556020	57332	G1300	ADD NEW GRANT TO BUDGET	500.00	
			PUBLIC HEALTH BUDGET AMENDMENT TOTALS:	226,321.00	245,681.00
			NET AMENDMENT:	(19,360.00)	
10612010	59999		UPDATE BUDGET	428,704.06	
10612040	44265	G3584	AIRPORT PROJECT INCREASE		440,000.00
10612040	57320	G3584	AIRPORT PROJECT INCREASE	488,889.00	
10613010	58220		AIRPORT INCREASE	18,500.00	
			AIRPORT BUDGET AMENDMENT TOTALS:	936,093.06	440,000.00
			NET AMENDMENT:	496,093.06	
32811000	57801		INCREASE CHEATGRASS GUNNISON	24,037.00	
			SAGE GROUSE BUDGET AMENDMENT TOTALS:	24,037.00	-
			NET AMENDMENT:	24,037.00	
43809000	44261	G3850	MOVE CB SHOP RENO TO FUND 43		150,000.00
43809000	44812	G3850	MOVE CB SHOP RENO TO FUND 43		150,000.00
43809000	58320	G3850	MOVE CB SHOP RENO TO FUND 43	300,000.00	
			CAPITAL PROJECTS BUDGET AMENDMENT TOTALS:	300,000.00	300,000.00

			NET AMENDMENT:	-	
80341000	57440		MOVE BUDGET FROM GRANT	4,000.00	
80341000	58430		MOVE BUDGET FROM GRANT	1,310,109.00	
80341000	58440		MOVE BUDGET FROM GRANT	128,000.00	
80341000	58450		MOVE BUDGET FROM GRANT	10,000.00	
80341000	57440	G3510	MOVE BUDGET FROM GRANT		4,000.00
80341000	58430	G3510	MOVE BUDGET FROM GRANT		1,310,109.00
80341000	58440	G3510	MOVE BUDGET FROM GRANT		128,000.00
80341000	58450	G3510	MOVE BUDGET FROM GRANT		10,000.00
			ISF FLEET BUDGET AMENDMENT TOTALS:	1,452,109.00	1,452,109.00
			NET AMENDMENT:	-	
82404000	55110		UPDATE BUDGET	68,691.00	
82404000	55110		CORRECT BUDGET		137,382.00
82501000	58460		DET SECUR. ELECTRONICS	267,475.00	
			ISF INFO TECH BUDGET AMENDMENT TOTALS:	1,788,275.00	1,727,491.00
			NET AMENDMENT:	60,784.00	
90801000	57329		BUDGET INCREASE FUND 90	35,000.00	
90801000	57470		BUDGET INCREASE FUND 90	13,800.00	
90801000	57470		BUDGET INCREASE FUND 90	254,934.00	
90801000	57801		BUDGET INCREASE FUND 90	58,660.00	
90801000	59013		BUDGET INCREASE FUND 90	20,000.00	
			ISF HEALTH INSURANCE BUDGET AMENDMENT TOTALS:	382,394.00	-
			NET AMENDMENT:	382,394.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-55

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five

hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE
¾"	$ 8,000.00
1"	$ 14,400.00
1 ½"	$ 32,000.00
2"	$ 56,000.00
3"	$ 112,000.00
4"	$ 192,000.00
6"	$ 384,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-54

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the operation of the sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	127.52 PER QUARTER	18,000	$7.32/1,000 GALLONS TO 36,000 GALLONS $11.59/1,000 GALLONS OVER 36,000 GALLONS
VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
	VACANT LOT	51.40 PER QUARTER

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	178.79 PER QUARTER	18,000	$4.87/1,000 GALLONS TO 36,000 GALLONS $7.79/1,000 GALLONS TO 36,000 GALLONS
VACANT LOT	35.69 PER QUARTER		

* Please note that customers located within the Antelope Hills subdivisions are billed by the Antelope Hills Association.

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-53

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to

Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	127.52 PER QUARTER	18,000	$7.32/1,000 GALLONS TO 36,000 GALLONS $11.59/1,000 GALLONS OVER 36,000 GALLONS
VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
	VACANT LOT	51.40 PER QUARTER

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	178.79 PER QUARTER	18,000	$4.87/1,000 GALLONS TO 36,000 GALLONS $7.79/1,000 GALLONS TO 36,000 GALLONS
VACANT LOT	35.69 PER QUARTER		

* Please note that customers located within the Antelope Hills subdivisions are billed by the Antelope Hills Association.

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-51

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee

amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	127.52 PER QUARTER	18,000	$7.32/1,000 GALLONS TO 36,000 GALLONS $11.59/1,000 GALLONS OVER 36,000 GALLONS
VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
	VACANT LOT	51.40 PER QUARTER

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	178.79 PER QUARTER	18,000	$4.87/1,000 GALLONS TO 36,000 GALLONS $7.79/1,000 GALLONS TO 36,000 GALLONS
VACANT LOT	35.69 PER QUARTER		

* Please note that customers located within the Antelope Hills subdivisions are billed by the Antelope Hills Association.

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-49

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A

attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this 19th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	127.52 PER QUARTER	18,000	$7.32/1,000 GALLONS TO 36,000 GALLONS $11.59/1,000 GALLONS OVER 36,000 GALLONS
VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
	VACANT LOT	51.40 PER QUARTER

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	178.79 PER QUARTER	18,000	$4.87/1,000 GALLONS TO 36,000 GALLONS $7.79/1,000 GALLONS TO 36,000 GALLONS
VACANT LOT	35.69 PER QUARTER		

* Please note that customers located within the Antelope Hills subdivisions are billed by the Antelope Hills Association.

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-50

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	127.52 PER QUARTER	18,000	$7.32/1,000 GALLONS TO 36,000 GALLONS $11.59/1,000 GALLONS OVER 36,000 GALLONS
VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
	VACANT LOT	51.40 PER QUARTER

WATER:

METER SIZE	BASE RATE	BASE GALLONS	OVERAGE RATES
RESIDENTIAL	178.79 PER QUARTER	18,000	$4.87/1,000 GALLONS TO 36,000 GALLONS $7.79/1,000 GALLONS TO 36,000 GALLONS
VACANT LOT	35.69 PER QUARTER		

* Please note that customers located within the Antelope Hills subdivisions are billed by the Antelope Hills Association.

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Water And Sewer Utility Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

2024 Water And Sewer Utility Rate Resolutions by Utility District

Fiscal Impact:

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:
Legally sufficient. SO 12/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/15/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

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

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23-___

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-52

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the

product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

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11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Deputy County Clerk

SEWER & WATER RATE SCHEDULE
FOR THE YEAR BEGINNING JANUARY 1, 2024

DOS RIOS SEWER & WATER DIVISION

SEWER:	USER FEES	171.33 PER QUARTER
	VACANT LOT	58.73 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

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VACANT LOT	53.54 PER QUARTER		
COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS			$7.61/1,000 GALLONS OVER BASE GALLONS

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

ANTELOPE HILLS SEWER & WATER DIVISION

SEWER:	USER FEES	155.43 PER QUARTER
	COMMERCIAL	155.43 PER QUARTER
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ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

SOMERSET SEWER DIVISION

SEWER:	USER FEES	288.72 PER QUARTER
	VACANT LOT	95.27 PER QUARTER

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

NORTH GUNNISON SEWER DIVISION

SEWER:	USER FEES-PHASE I	229.20 PER QUARTER
	USER FEES-PHASE II	335.08 PER QUARTER
	VACANT LOT	205.83 PER QUARTER
	COMMERCIAL USER FEES ARE BASED ON EQUIVALENT RESIDENTIAL UNITS	

ADDITIONAL INSPECTION FEE 54.08 PER ADDITIONAL INSPECTION

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: GVH Board of Trustees; Clarification of Terms

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached memo.

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: 12/8/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY
COUNTY MANAGER'S OFFICE

Katherine Haase, *Assistant to the County Manager*
Phone: (970) 641-7601 | Fax: (970) 641-3061
Email: khaase@gunnisoncounty.org
Website: www.GunnisonCounty.org

TO: Board of County Commissioners

DATE: 12/4/2023

SUBJECT: Gunnison Valley Health Board of Trustees; M. Crockett and S. Mundy

---

All,

On 2/21/2023, the BOCC appointed both Marla Crockett and Stephens Mundy to the GVH Board of Trustees without assigning specific terms. GVH has asked for clarification, and both Stephens and Marla have asked that the BOCC ratify the appointments made as follows:

- Marla Crockett – appoint to a five-year term, expiring 2/1/2028.
- Stephens Mundy – appoint for the remainder of David Gray's term, expiring 2/1/2026.

If you need any additional details, please let me know.

Much thanks,

Katherine

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report November 2023

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report November 2023

Fiscal Impact: 7,600,465.87

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/14/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
November-23

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,040,757.59)
130	95 11122	General - Payroll Account	1,309,063.97	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,373,858.62)
002	02 11900	Road & Bridge	0.00	(280,598.37)
003	03 11900	Human Services	0.00	(112,829.83)
004	04 11900	Public Health Agency	0.00	(104,080.76)
007	07 11900	Conservation Trust	0.00	(413.77)
008	08 11900	Bond Fund	444,612.91	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(68,424.63)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(1,556,704.04)
013	13 11900	Land Preservation	0.00	(512,405.85)
030	30 11900	Mosquito Control	1,682.95	0.00
032	32 11900	Sage Grouse Trust	7,169.45	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(10,745.00)
050	50 11900	Gunnison County Sewer	0.00	(78,977.06)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(17,375.72)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(606,842.73)
125	52 11101	Solid Waste - Landfill Closure	5,564.10	0.00
126	52 11102	Solid Waste - Landfill Const	20,397.58	0.00
070	70 11900	Housing Authority	0.00	(535,993.54)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	10,243.00	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	8,162.04	0.00
082	82 11900	ISF-II	0.00	(127,602.36)
090	90 11900	Health Insurance Trust	0.00	(139,252.04)
115	90 11101	Health Insurance Claims	322,185.33	0.00
091	91 11900	Local Marketing District	164,377.53	0.00
092	92 11900	Transportation Authority	0.00	(29,645.65)
093	93 11900	Public Trustee Agency	0.00	(3,958.31)
145	95 11121	Accounts Payable Clearing	5,307,007.01	0.00
		TOTALS	**$ 7,600,465.87**	**$ (7,600,465.87)**

TRANSFER FOR JOURNAL ENTRIES:
311003, 311004,311005,311006,311007, 311118, 309686, 309685, 311131, 310641, 310369, 311172, 311287, 312010, 311219, 311220, 311211, 310686, 310687, 310689, 310690, 311289, 310695, 311297, 311300, 311345, APV, AP, GBI, 311299, 311344, PRJ, UBB,

PREPARED BY: _____ DATE: 12/11/23

AUTHORIZED BY: _____ DATE: DEC 11 2023

RECEIVED BY TREASURER: _____ DATE: 12-11-23

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

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	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900
-	311003,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2023	(20,035.59)						(223.74)			
-	311004,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2023	32,420.33					(14,583.33)		(5,166.67)		
-	311005,	STND3: MAPPING SYSTEM CHARGES	11/30/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)		
-	311006,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2023	(3,964.15)					(324.17)	(637.50)	(712.50)		
-	311007,	STND5: COMPUTER SYSTEM CHARGES	11/30/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)		
-	311118,	WEED RENT NOVEMEBER	11/30/2023	(765.00)									
-	309686,	EQUIPMENT USE SEPTEMBER	9/30/2023	(303.94)					(130,298.81)				
-	309685,	MATERIAL USE SEPTEMBER	9/30/2023						(6,845.11)				
-	311131,	TRF SALES TAX DISTRIBUTION	11/30/2023										
-	310641,	RECLASS EMILY MIRZA PR	11/30/2023	(5,967.22)							5,967.22		
-	310369,	RECLASS TO CORRECT ACCOUNT	10/31/2023	999.74							(999.74)		
-	311172,	TRANSFERS TO DEBT SVCS	11/30/2023										2,004,505.00
-	311287,	DHS RENT NOV	11/30/2023	10,696.00						(10,696.00)			
-	312010,	WEED RENT DECEMBER	12/31/2023	(765.00)									
-	311219,	COPIES BLACK NOV	11/30/2023	(828.92)					(0.96)	(16.08)	(29.64)		
-	311220,	COPIES COLOR NOV	11/30/2023	(1,065.60)					(15.66)	(4.14)	(12.24)		
-	311211,	POSTAGE USE NOV	11/30/2023	(1,644.19)									
-	310686,	RECLASS KATE BURRALL PR	10/31/2023	783.65						(783.65)			
-	310687,	RECLASS TO CORRECT ACCOUNT	10/31/2023							(1,483.57)	1,483.57		
-	310689,	RECLASS OCT LUMEN	10/31/2023	(1.39)					(9.41)				
-	310690,	RECLASS OCT PR	10/31/2023	328.59							(328.59)		
-	311289,	MED CHECKS NOV	11/30/2023	(6,165.15)									
-	310695,	MED CHECKS OCT	10/31/2023	(5,487.58)									
-	311297,	PH PHOTOCOPY NOV	11/30/2023	(44.00)							(143.24)		
-	311300,	MOTORPOOL RENTS NOV	11/30/2023	(2,500.74)							(44.22)		
-	311345,	REVENUE CLEARING NOVEMBER	11/30/2023	280,437.00				(2,373,858.62)	156,919.45	51,922.12	54,638.44	(413.77)	
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-	APV,	AP Voids 8/23/23 - 09/19/23											
-	AP,	AP CLEARING November	11/30/2023	(456,232.25)					(81,295.12)	(5,879.76)	(41,481.34)		(1,559,892.09)
-	GBI,	LANDFILL INTERFUND CHARGES											
-	311299,	NET PAYROLL TRANSFER	11/30/2023	(932,298.74)									
-	311344,	Payroll Import	11/30/2023	482,263.58					(199,598.59)	(143,734.60)	(113,880.14)		
-	PRJ,	Payroll Tax Journal	11/30/2023	(376,765.23)									
-	UBB,	4TH Q WATER SEWER TRANSFERS											
-		TOTALS		(1,040,757.59)	-	-	-	(2,373,858.62)	(280,598.37)	(112,829.83)	(104,080.76)	(413.77)	444,612.91

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

JE's	Description	Finance Business Date	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101
311003,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2023			(502.25)								(397.12)	
311004,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2023			(4,635.00)				1,682.95				(420.00)	
311005,	STND3: MAPPING SYSTEM CHARGES	11/30/2023			(22.08)									
311006,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2023			(308.33)									
311007,	STND5: COMPUTER SYSTEM CHARGES	11/30/2023			(1,541.67)									
311118,	WEED RENT NOVEMEBER	11/30/2023			765.00									
309686,	EQUIPMENT USE SEPTEMBER	9/30/2023												
309685,	MATERIAL USE SEPTEMBER	9/30/2023												
311131,	TRF SALES TAX DISTRIBUTION	11/30/2023			42,000.00									
310641,	RECLASS EMILY MIRZA PR	11/30/2023												
310369,	RECLASS TO CORRECT ACCOUNT	10/31/2023												
311172,	TRANSFERS TO DEBT SVCS	11/30/2023					########							
311287,	DHS RENT NOV	11/30/2023												
312010,	WEED RENT DECEMBER	12/31/2023			765.00									
311219,	COPIES BLACK NOV	11/30/2023			(29.33)									
311220,	COPIES COLOR NOV	11/30/2023			(110.34)									
311211,	POSTAGE USE NOV	11/30/2023												
310686,	RECLASS KATE BURRALL PR	10/31/2023												
310687,	RECLASS TO CORRECT ACCOUNT	10/31/2023												
310689,	RECLASS OCT LUMEN	10/31/2023												
310690,	RECLASS OCT PR	10/31/2023												
311289,	MED CHECKS NOV	11/30/2023												
310695,	MED CHECKS OCT	10/31/2023												
311297,	PH PHOTOCOPY NOV	11/30/2023												
311300,	MOTORPOOL RENTS NOV	11/30/2023								7,466.45				
311345,	REVENUE CLEARING NOVEMBER	11/30/2023			55,190.98		614,373.37	70,176.15						
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING November	11/30/2023			(88,801.66)		(166,572.41)	(582,582.00)		(297.00)		(10,745.00)	(74,299.76)	
GBI,	LANDFILL INTERFUND CHARGES													
311299,	NET PAYROLL TRANSFER	11/30/2023												
311344,	Payroll Import	11/30/2023			(71,194.95)								(3,860.18)	
PRJ,	Payroll Tax Journal	11/30/2023												
UBB,	4TH Q WATER SEWER TRANSFERS													
	TOTALS		-	-	(68,424.63)	-	########	(512,405.85)	1,682.95	7,169.45	-	(10,745.00)	(78,977.06)	-

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

JE's	Description	Finance Business Date	**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	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900
311003,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2023	(576.68)		(12,618.14)								34,468.10	(114.58)
311004,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2023						(866.70)						(5,305.00)
311005,	STND3: MAPPING SYSTEM CHARGES	11/30/2023	(661.66)											13,937.75
311006,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2023			(37.50)								(37.50)	6,059.15
311007,	STND5: COMPUTER SYSTEM CHARGES	11/30/2023	(166.67)		(312.50)								(166.67)	32,192.36
311118,	WEED RENT NOVEMEBER	11/30/2023												
309686,	EQUIPMENT USE SEPTEMBER	9/30/2023			(7,919.66)								138,522.41	
309685,	MATERIAL USE SEPTEMBER	9/30/2023											6,845.11	
311131,	TRF SALES TAX DISTRIBUTION	11/30/2023												
310641,	RECLASS EMILY MIRZA PR	11/30/2023												
310369,	RECLASS TO CORRECT ACCOUNT	10/31/2023												
311172,	TRANSFERS TO DEBT SVCS	11/30/2023												
311287,	DHS RENT NOV	11/30/2023												
312010,	WEED RENT DECEMBER	12/31/2023												
311219,	COPIES BLACK NOV	11/30/2023												904.93
311220,	COPIES COLOR NOV	11/30/2023												1,207.98
311211,	POSTAGE USE NOV	11/30/2023												1,644.19
310686,	RECLASS KATE BURRALL PR	10/31/2023												
310687,	RECLASS TO CORRECT ACCOUNT	10/31/2023												
310689,	RECLASS OCT LUMEN	10/31/2023			(1.97)									12.77
310690,	RECLASS OCT PR	10/31/2023												
311289,	MED CHECKS NOV	11/30/2023												
310695,	MED CHECKS OCT	10/31/2023												
311297,	PH PHOTOCOPY NOV	11/30/2023												187.24
311300,	MOTORPOOL RENTS NOV	11/30/2023			(33,428.13)	5,564.10	20,397.58						2,544.96	
311345,	REVENUE CLEARING NOVEMBER	11/30/2023						41,377.32		10,243.00				
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING November	11/30/2023	(3,110.50)		(500,257.51)			(576,504.16)					(117,699.24)	(137,357.35)
GBI,	LANDFILL INTERFUND CHARGES													
311299,	NET PAYROLL TRANSFER	11/30/2023												
311344,	Payroll Import	11/30/2023	(12,860.21)		(52,267.32)								(56,315.13)	(40,971.80)
PRJ,	Payroll Tax Journal	11/30/2023												
UBB,	4TH Q WATER SEWER TRANSFERS													
	TOTALS		(17,375.72)	-	(606,842.73)	5,564.10	20,397.58	(535,993.54)	-	10,243.00	-	-	8,162.04	(127,602.36)

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

JE's	Description	Finance Business Date	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
311003,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2023							
311004,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2023			(2,083.33)	(1,043.25)			
311005,	STND3: MAPPING SYSTEM CHARGES	11/30/2023							
311006,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2023					(37.50)		
311007,	STND5: COMPUTER SYSTEM CHARGES	11/30/2023					(195.83)		
311118,	WEED RENT NOVEMEBER	11/30/2023							
309686,	EQUIPMENT USE SEPTEMBER	9/30/2023							
309685,	MATERIAL USE SEPTEMBER	9/30/2023							
311131,	TRF SALES TAX DISTRIBUTION	11/30/2023				(42,000.00)			
310641,	RECLASS EMILY MIRZA PR	11/30/2023							
310369,	RECLASS TO CORRECT ACCOUNT	10/31/2023							
311172,	TRANSFERS TO DEBT SVCS	11/30/2023							
311287,	DHS RENT NOV	11/30/2023							
312010,	WEED RENT DECEMBER	12/31/2023							
311219,	COPIES BLACK NOV	11/30/2023							
311220,	COPIES COLOR NOV	11/30/2023							
311211,	POSTAGE USE NOV	11/30/2023							
310686,	RECLASS KATE BURRALL PR	10/31/2023							
310687,	RECLASS TO CORRECT ACCOUNT	10/31/2023							
310689,	RECLASS OCT LUMEN	10/31/2023							
310690,	RECLASS OCT PR	10/31/2023							
311289,	MED CHECKS NOV	11/30/2023	(221,647.04)	227,812.19					
310695,	MED CHECKS OCT	10/31/2023	(88,885.56)	94,373.14					
311297,	PH PHOTOCOPY NOV	11/30/2023							
311300,	MOTORPOOL RENTS NOV	11/30/2023							
311345,	REVENUE CLEARING NOVEMBER	11/30/2023			448,960.86	590,033.70			
APV,	AP Voids 8/23/23 - 09/19/23								
AP,	AP CLEARING November	11/30/2023	(44,863.76)		(282,500.00)	(576,636.10)		5,307,007.01	
GBI,	LANDFILL INTERFUND CHARGES								
311299,	NET PAYROLL TRANSFER	11/30/2023							932,298.74
311344,	Payroll Import	11/30/2023	216,144.32				(3,724.98)		
PRJ,	Payroll Tax Journal	11/30/2023							376,765.23
UBB,	4TH Q WATER SEWER TRANSFERS								
	TOTALS		(139,252.04)	322,185.33	164,377.53	(29,645.65)	(3,958.31)	5,307,007.01	########

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 2023 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

October 2023 Sales Tax and Local Marketing Tax

Fiscal Impact: Please see reports.

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/14/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

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

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	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			218,819,083
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			141,293,217
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			55,859,407
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568			2,970,798
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238			1,939,177
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			193,590,541
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			614,472,223
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**			**6,144,722**
% 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%**			**-11.93%**

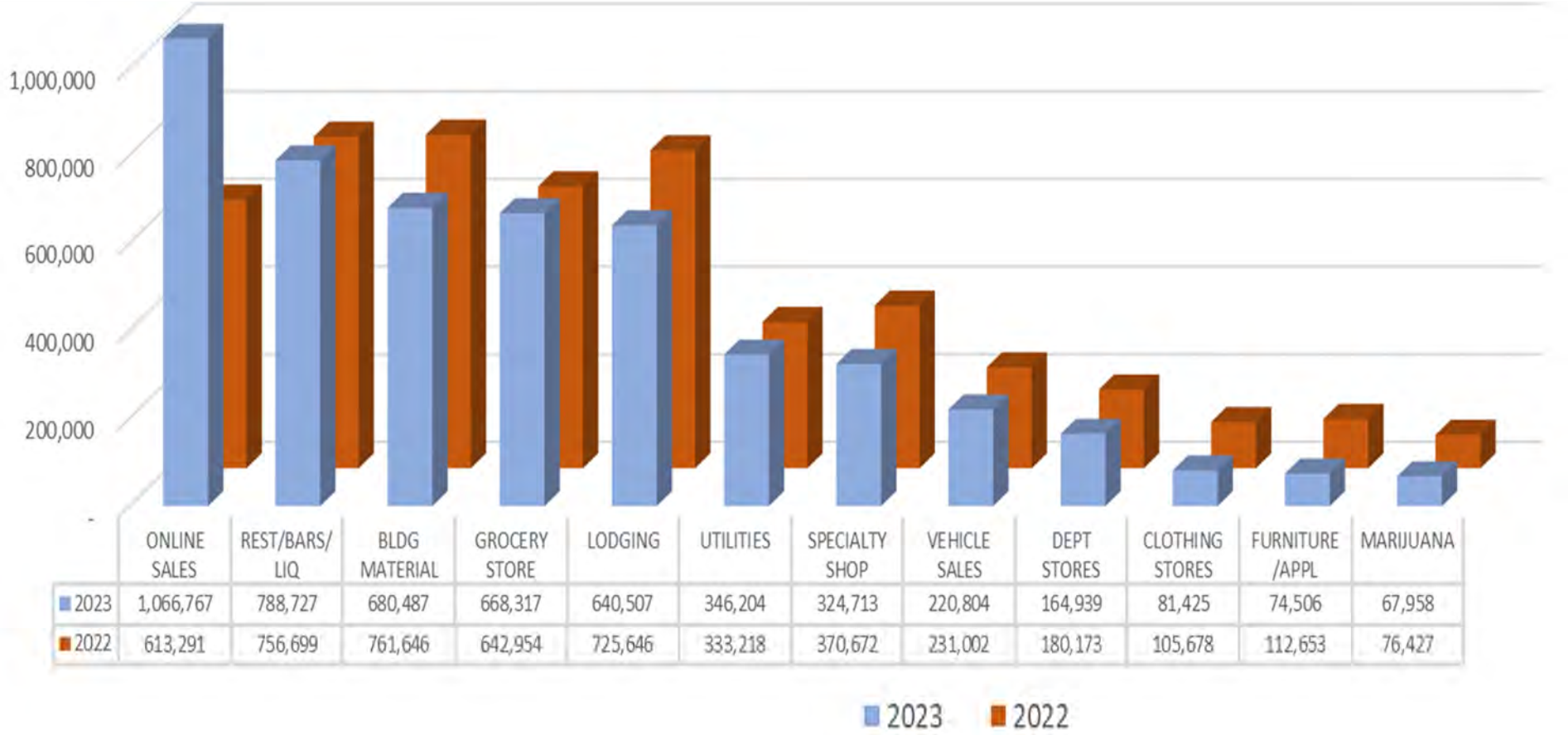
Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	45,518,231	62,115,429	697,699,840
Computed 1% Sales Tax	**517,808.54**	**535,428.44**	**634,506.37**	**392,849.53**	**447,955.80**	**679,271.81**	**771,143.92**	**751,628.79**	**659,081.21**	**510,987.39**	**455,182.31**	**621,154.29**	**6,976,998**
% 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
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			$ 3,793,703.82	$ 3,793,703.82	$ 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%				7.77%	96.29%
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	$ 3,520,116.08	$ 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%		17.54%	103.33%
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	$ 2,994,728.41	$ 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%		26.63%	87.91%
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	$ 2,364,940.29	$ 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%		14.64%	100.01%
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	$ 2,062,841.36	$ 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%		8.33%	97.76%
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	$ 1,904,190.73	$ 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%		14.44%	98.97%
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	$ 1,663,954.09	$ 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%		3.10%	90.51%
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	$ 1,613,860.42	$ 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%		8.10%	87.81%
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	$ 1,492,999.33	$ 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%		8.54%	93.90%
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	$ 1,375,581.65	$ 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%		7.35%	93.45%
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	$ 1,281,416.04	$ 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%		7.82%	89.89%
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	$ 1,188,510.70	$ 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%		3.64%	89.41%
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	$ 1,146,743.35	$ 1,314,611.00

2022/2023 YTD Industry Comparison
as of October 2023

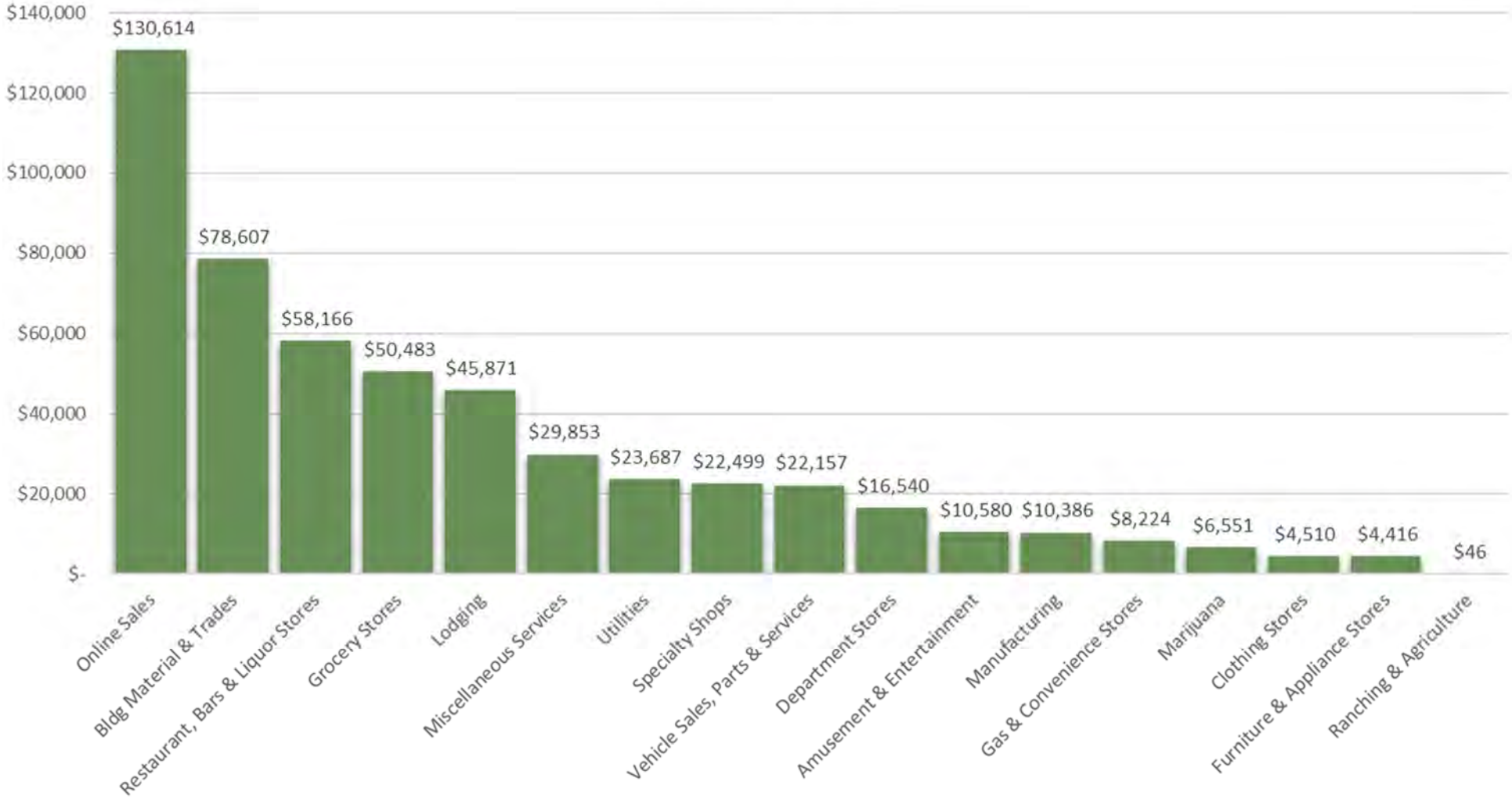


	ONLINE SALES	REST/BARS/ LIQ	BLDG MATERIAL	GROCERY STORE	LODGING	UTILITIES	SPECIALTY SHOP	VEHICLE SALES	DEPT STORES	CLOTHING STORES	FURNITURE /APPL	MARIJUANA
2023	1,066,767	788,727	680,487	668,317	640,507	346,204	324,713	220,804	164,939	81,425	74,506	67,958
2022	613,291	756,699	761,646	642,954	725,646	333,218	370,672	231,002	180,173	105,678	112,653	76,427

2023 2022

Taxes By Industry

October 2023



GUNNISON COUNTY

Taxes by Industry and Jurisdiction

October 2023

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	**Grand Total**
Amusement & Entertainment	330.25	1,666.70	7,223.83	-	101.09	-	-	0.15	-	1,257.64	0.12	-	10,579.78
Bldg Material & Trades	1.45	25,216.76	38,581.19	96.61	1,981.72	2,770.75	-	303.96	-	8,917.64	735.19	1.40	78,606.67
Clothing Stores	-	2,764.50	1,618.83	-	127.06	-	-	-	-	-	-	-	4,510.39
Department Stores	-	-	16,539.68	-	-	-	-	-	-	-	-	-	16,539.68
Furniture & Appliance Stores	-	1,939.49	1,152.23	45.98	147.45	62.48	-	31.31	-	1,033.93	3.05	-	4,415.92
Grocery Stores	-	3,194.34	47,156.53	-	3.23	-	-	-	-	129.07	-	-	50,483.17
Lodging	2,813.45	6,720.05	11,456.36	443.75	13,099.20	65.63	-	348.81	12.61	10,910.68	-	-	45,870.54
Manufacturing	-	4,514.26	924.77	-	1,458.40	12.05	-	102.31	-	2,874.17	499.66	-	10,385.62
Marijuana	-	2,457.39	4,093.85	-	-	-	-	-	-	-	-	-	6,551.24
Miscellaneous Services	341.26	11,138.42	10,118.90	165.83	2,260.45	1.17	-	55.89	-	5,667.93	103.64	-	29,853.49
Online Sales	-	-	-	-	-	-	-	-	-	130,614.45	-	-	130,614.45
Ranching & Agriculture	-	-	46.35	-	-	-	-	-	-	-	-	-	46.35
Specialty Shops	1.84	6,481.90	9,054.64	117.00	469.49	4.54	-	7.27	16.94	6,043.51	301.47	-	22,498.60
Utilities	1,548.07	3,473.16	4,859.78	177.88	3,426.00	53.00	0.91	249.36	-	9,752.25	146.19	-	23,686.60
Vehicle Sales, Parts & Services	-	1,310.87	14,036.84	80.11	167.43	-	-	51.63	-	6,401.00	109.35	-	22,157.23
Restaurant, Bars & Liquor Stores	-	24,236.23	30,605.43	2,168.52	156.12	-	-	-	-	999.36	-	-	58,165.66
Gas & Convenience Stores	-	1,327.82	6,558.31	-	-	-	-	81.69	-	255.87	-	-	8,223.69
Grand Total	5,036.32	96,441.89	204,027.52	3,295.68	23,397.64	2,969.62	0.91	1,232.38	29.55	184,857.50	1,898.67	1.40	523,189.08

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023														
Current Month Net Collection	318,489.00	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				
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*				
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*				
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00				
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84				
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	$ -	$ -	$ 3,121,656.73	$ 3,121,656.73
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.43%*				
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	$ 3,200,204.66
% 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	$ 3,009,845.24
% 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	$ 2,053,043.46
% 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	$ 1,888,750.93
% 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	$ 1,876,912.16
% 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	$ 1,684,322.12
% 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	$ 1,526,825.08
% 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	$ 1,366,863.37
% 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%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$ 163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 1,204,872.77
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 983,753.34
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 938,512.79

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2023 Purchase Card Report

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

November 2023 Purchase Card Report

Fiscal Impact: 94,455.58

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/15/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/15/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/19/2023

Revised April 2015

CONFIDENTIAL

Supplier	Account	Amount	Merchant Category	Description	Date
Aguirre	**Yamel**				
Patcharee`s Kitchen	04555000 57331 G3500	415.36	Eating Places, Restaurants	community education	11/08/2023
Wal-Mart #1550	01152000 56120 G7600	19.96	Discount Stores	DVD for movie night	11/09/2023
		$435.32			
Ashe	**Josh**				
Tlo Transunion	01109000 57361	175.00	Computer Program, System Design	COMPUTER AND DATA PROCESSING SERVICES - MONTHLY	11/01/2023
		$175.00			
Athey	**Lana**				
Amzn Mktp Us	01550000 56120 G3660	36.58	Book Stores	Operating supplies- Night of Lights Event- Early Childhood Council-	11/21/2023
Amzn Mktp Us	01550000 56120 G3660	42.39	Book Stores	Operating supplies- Night of Lights Event- Early Childhood Council-	11/22/2023
Amzn Mktp Us	01550000 56120 G3660	24.30	Book Stores	Operating supplies- Night of Lights Event- Early Childhood Council-	11/22/2023
Canva* I03965-53330615	01550000 56120 G7100	119.99	Photographic Studios	Canva Subscription for Flyers and outreach Systems Building Amount 119.99 USD Date 11/10/2023 Issuer UMB Bank Merchant category group Business Services/Supplies	11/10/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Fsp*the Maya Center	01550000 57480 G7102	80.00	Health Practitioners, Medical Services	Early Childhood Council- Co Health Foundation Wellness Funding- Employee Wellness Purchase Employees: M.W., M.A., C,J,. K.M. Amount 80.00 USD Date 11/16/2023 Issuer UMB Bank Merchant category group Medical	11/16/2023
Wal-Mart #1550	01550000 56110 G3660	11.82	Discount Stores	Early Childhood Council Office Supplies- Amount 11.82 USD Date 11/20/2023 Issuer UMB Bank Merchant category group Other Supplies	11/20/2023
		$315.08			

Barton **Midge**

Amazon.Com*be9pc9ed3	01120000 56120 G3700	94.35	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	40.43	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	41.50	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	846.80	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/05/2023
Amzn Mktp Us	01120000 56120 G3700	83.88	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	263.28	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/03/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	01120000 56120 G3700	38.96	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/04/2023
Amzn Mktp Us	01120000 56120 G3700	15.05	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/02/2023
Amzn Mktp Us	01120000 56120 G3700	13.08	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	50.69	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	-4.95	Book Stores	refund	11/23/2023
Amzn Mktp Us	01120000 56120 G3700	-0.22	Book Stores	refund	11/23/2023
Amzn Mktp Us	01120000 56120 G3700	-1.65	Book Stores	REFUND	11/23/2023
Amzn Mktp Us	01120000 56120 G3700	24.79	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	10/31/2023
Amzn Mktp Us	01120000 56120 G3700	86.94	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Ripp Restraints Inter	01120000 56120 G3700	488.33	Other Industrial Supplies	Duty equipment : Detentions	11/08/2023
		$2,081.26			

Bathje **Julie**

Tst* Mikeys Pizza New	01113000 56140	100.60	Eating Places, Restaurants	Election expenses	11/07/2023
		$100.60			

Bickford **Elizabeth**

Supplier	Account	Amount	Merchant Category	Description	Date
City-Market #0419	01121000 57331 G3380	52.72	Grocery Stores and Supermarkets	Gunnison County meal contribution to West Region Emergency Manager's Workshop, 11/5/23 - 11/9/23 in Ridgway, CO.	11/04/2023
		$52.72			
Birnie	**Matthew**				
Back Country Cafe	01101000 57331	58.66	Eating Places, Restaurants	Lunch meeting with Matthew Birnie, County Commissioners and John Cattles.	11/14/2023
Ol Miner Steakhouse	01103000 57331	116.83	Eating Places, Restaurants	Meeting Meals - New Employee lunch	11/09/2023
		$175.49			
Bishop	**Donita**				
Co Special District Srvcs	01262000 57332	26.33	Government Services	Registration fee for MRH to attend QQ meeting in Granby	11/15/2023
Co.Gov.Sub-Wf	01262000 57412	82.98	Government Services	Co E-File	11/09/2023
Fsp*continuing Legal Educ	01262000 57440	203.49	Organizations, Membership	CLE for Sammy Obaid	10/31/2023
Paypal	01262000 57329	52.00	Miscellaneous Publishing and P	Annual renewal for CB paper	11/13/2023
Thomson West	01262000 57362	412.50	Professional Services	Westlaw subscription	11/06/2023
Zoom.Us 888-799-9666	01262000 57329	63.96	Telecommunication Services	Zoom subscription	11/19/2023
		$841.26			
Blackett	**Robert**				
Dept Of Regulatory-Ttc	01601000 57430	361.00	Government Services	BB - appraisal license renewal	11/02/2023
		$361.00			

Supplier	Account	Amount	Merchant Category	Description	CONFIDENTIAL	Date
Bollig	**Melanie**					
B & B Printers	01101000 56110	230.00	Miscellaneous Publishing and P	Business cards.		11/21/2023
Office Depot #1080	01103000 56110	19.24	Direct Marketing Combination	Office supplies.		11/20/2023
Office Depot #1080	01103000 56110	27.96	Direct Marketing Combination	Office supplies.		11/19/2023
		$277.20				
Brown	**Meagan**					
Pesi	01158000 57361	70.77	Other Schools and Educational	professional development		11/14/2023
Pesi	01158000 57361	163.34	Other Schools and Educational	professional education		11/06/2023
		$234.11				
Burgess	**Blair**					
Amazon.Com*g99s00103	03350210 56110	95.67	Book Stores	New Child Welfare Supervisor- Office Whiteboard Amount 95.67 USD Date 11/06/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn		11/06/2023
Amzn Mktp Us	04555000 56120	39.98	Book Stores	Shelves for Public Health Lobby Material Amount 39.98 USD Date 11/21/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn		11/21/2023
Amzn Mktp Us	04555000 56120	51.82	Book Stores	Brochure Holders for Lobby Amount 103.63 USD Date 11/20/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn		11/20/2023
Amzn Mktp Us	03350210 57330	12.15	Book Stores	November National Day- Team Building Event- Meeting Supplies. All DHHS expected to participate.		11/20/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	03350210 56120	51.81	Book Stores	Brochure Holders for Lobby Amount 103.63 USD Date 11/20/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/20/2023
Amzn Mktp Us	03350210 57330	26.11	Book Stores	November National Day- Team Building Event- Meeting Supplies. All DHHS expected to participate.	11/20/2023
Att	03360110 57020	259.38	Telecommunication Services	Child Welfare Caseworker iPad Monthly Service Charges Amount 259.38 USD Date 11/20/2023 Issuer UMB Bank Merchant category group Utilities	11/20/2023
Curemd Com	04555000 57363	224.50	Dental/Laboratory/Medical Equipment & Supplies	Public Health Clinic- Electronic Health Record- Monthly Service Fee Amount 449.00 USD Date 11/03/2023 Issuer UMB Bank Merchant category group Medical	11/03/2023
Curemd Com	01560000 57363	224.50	Dental/Laboratory/Medical Equipment & Supplies	Public Health Clinic- Electronic Health Record- Monthly Service Fee Amount 449.00 USD Date 11/03/2023 Issuer UMB Bank Merchant category group Medical	11/03/2023
Stamps.Com	03350210 56170	19.99	Computers, Computer Peripheral Equipment, Software	DHHS Monthly Postage Service Charge Amount 19.99 USD Date 11/28/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/28/2023
Updox	04555000 57363	20.00	Organizations, Membership	Public Health Clinic Texting software Amount 40.00 USD Date 11/03/2023 Issuer UMB Bank Merchant category group Miscellaneous	11/03/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Updox	01560000 57363	20.00	Organizations, Membership	Public Health Clinic Texting software Amount 40.00 USD Date 11/03/2023 Issuer UMB Bank Merchant category group Miscellaneous	11/03/2023
Usps Stamps Endicia	03350210 56170	100.00	Postal Services - Government Only	DHHS Mailing Postage- Amount 100.00 USD Date 11/09/2023 Issuer UMB Bank Merchant category group Business Expenses/Services	11/09/2023
		$1,145.91			
Burke	**Nathan**				
Tapco	02320000 56499	580.00	Other Commercial Equipment	R/M OTHER	11/22/2023
		$580.00			
Burrall	**Kate**				
Marios Pizza & Pasta -	01158000 57331	111.70	Eating Places, Restaurants	FAST meeting meal	11/27/2023
The Paper Clip	01158000 56120	32.99	Office, School Supply, and Stat	office supplies	11/20/2023
Wal-Mart #1550	01158000 59044	205.33	Discount Stores	FAST families	11/21/2023
		$350.02			
Cadwell	**Charles**				
Safeway #0617	10612010 56120	59.98	Grocery Stores and Supermarkets	Tide detergent to wash coveralls, rags, etc...	11/26/2023
Tractor Supply Co #1742	10612020 56120	48.99	Other Automotive, Aircraft, an	Coveralls for Adam Scheller	11/28/2023
		$108.97			
Cattles	**John**				

Supplier	Account	Amount	Merchant Category	Description	Date
The Home Depot 1537	70741080 58230 G8150	237.72	Home Supply Warehouse Store	breakers	11/10/2023
		$237.72			

Commerford **Kari**

Amazon.Com*0g20h9v93	04555000 56120 G3500	230.22	Book Stores	$187.04 to operating and $43.18 to equity book club	11/28/2023
Amazon.Com*mb4jt30s3	01158000 56110 G4300	399.99	Book Stores	trauma informed spaces	11/02/2023
Amzn Mktp Us	01158000 56110 G4300	267.94	Book Stores	trauma informed spaces	11/02/2023
Amzn Mktp Us	01158000 56110 G4300	194.89	Book Stores	furniture - trauma informed spaces	10/31/2023
Amzn Mktp Us	04555000 56120 G4300	119.99	Book Stores	trauma informed spaces furniture	11/10/2023
Amzn Mktp Us	01158000 56120	409.33	Book Stores	office supplies - bluehouse	11/14/2023
Amzn Mktp Us	01158000 56120 G4300	387.03	Book Stores	kids space - trauma informed	11/12/2023
Amzn Mktp Us	01158000 56120 G4300	260.94	Book Stores	trauma informed spaces	11/06/2023
Amzn Mktp Us	01158000 56120 G4300	399.99	Book Stores	trauma informed care - furniture	11/10/2023
Amzn Mktp Us	01158000 56110 G4300	89.96	Book Stores	trauma informed space	11/05/2023
Amzn Mktp Us	04555000 56120 G3500	184.47	Book Stores	supplies and office for youth serving	10/31/2023
Amzn Mktp Us	01158000 56120	97.43	Book Stores	office	11/11/2023
City-Market #0419	01152000 57331	36.41	Grocery Stores and Supermark	youth meeting	11/13/2023
City-Market #0419	01158000 57331	108.87	Grocery Stores and Supermark	child maltreatment meeting	11/08/2023
Correctional Counselin	04555000 57329 G4010	654.94	Other Schools and Educational	prof. development/ed. support MRT	11/04/2023
Swank Motion Pictures In	01152000 56120 G1032	1185.00	Other Business Services	sub free events	11/13/2023
		$5,027.40			

Coop **Beth**

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	01560000 56652 G7110	90.67	Book Stores	Family Planning Public Health Clinic-Vitamins and Ice Packs Amount 106.17 USD Date 11/17/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/17/2023
Amzn Mktp Us	01560000 56651 G7110	15.50	Book Stores	Family Planning Public Health Clinic-Vitamins and Ice Packs Amount 106.17 USD Date 11/17/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/17/2023
Sq *jitter Juice Coffee R	03350210 56120	40.00	Grocery Stores and Supermarkets	DHHS Kitchen General Coffee Supply Amount 40.00 USD Date 11/13/2023 Issuer UMB Bank Merchant category group Retail	11/13/2023
		$146.17			
Corliss	**Greg**				
Amzn Mktp Us	82500000 56611	15.98	Book Stores	Final piece for Assessor Sonos System - These charges were spread out over several months due to shipping delays.	11/01/2023
Amzn Mktp Us	82501020 56120	-510.46	Book Stores	Refund for 2x Toner for Elections (Returned because toner was supplied by ImageNet)	11/07/2023
Amzn Mktp Us	82501010 56610	23.98	Book Stores	Butt Phone for IT Tools - For testing Analog phone lines for Fire Alarms	11/07/2023
		($470.50)			
Curtis	**Clayton**				
Jai Parenting Inst	01158000 57361	50.00	Other Services	professional development	11/20/2023
		$50.00			

Supplier	Account	Amount	Merchant Category	Description	CONFIDENTIAL	Date
Dunbar	**Debra**					
Intuit *qbooks Online	93116000 57363	42.50	Computer Software Stores	quickbooks monthly subscription		11/25/2023
		$42.50				
Ferchau	**Deborah**					
Aft Registration Fee	02320000 57350	100.00	Government Services	EXPLOSIVES PERMITS		11/13/2023
Colorado Ltap	02320000 57440	100.00	Other Schools and Educational	R/M TRAINING		11/13/2023
Usps Po 0740860777	02000000 11200	80.80	Postal Services - Government	SNOW AND ICE POSTAGE		11/06/2023
Usps Po 0740860777	02335000 56170	66.66	Postal Services - Government	ADMIN POSTAGE		10/31/2023
Wal-Mart #1550	00233500 56170	1.96	Discount Stores	ADMIN POSTAGE		11/06/2023
		$349.42				
Fernandez	**Itzel**					
City-Market #0419	03350210 57331	92.82	Grocery Stores and Supermarkets	DHHS National Day of November- Team Building Event All DHHS staff expected to participate Amount 92.82 USD Date 11/28/2023 Issuer UMB Bank Merchant category group Retail		11/28/2023
		$92.82				
Fullerton	**Bob**					
Monument Bearing	80341000 56510	207.07	Other Industrial Supplies	PARTS #646		11/14/2023
		$207.07				
Gage	**Brian**					

Supplier	Account	Amount	Merchant Category	Description	Date
5bs Bbq	03350210 57331	108.77	Eating Places, Restaurants	DHHS Eligibility-Team Meeting/ Team Building B.G. S.A. E.H. T.T. E.E. Amount 108.77 USD Date 11/09/2023 Issuer UMB Bank Merchant category group Eating And Drinking Places	11/09/2023
		$108.77			
Garnett	**Andrew**				
Amzn Mktp Us	82500000 56611	79.32	Book Stores	CAO - Battery for Donita's Laptop	11/07/2023
		$79.32			
Gray	**Shonna**				
Jermaine`s	04555000 57480 G4030	100.00	Eating Places, Restaurants	CBCAP- Volunteer Incentive Amount 100.00 USD Date 11/03/2023 Issuer UMB Bank (5821) Merchant category group Eating And Drinking Places	11/03/2023
Mms Gov Solution Llc	01560000 56652 G7110	1152.43	Dental/Laboratory/Medical Equ	Pharmacy supplies - Family Planning	11/02/2023
Parents As Teachers	03360190 57430 G3160	2200.00	Organizations, Charitable and Social Service	2024 Affiliate Renewal Fee- Parents as Teachers Amount 2,200.00 USD Date 10/30/2023 Issuer UMB Bank (5821) Merchant category group Miscellaneous	10/30/2023
		$3,452.43			
Haase	**Katherine**				
Govt Social Media	01104000 57430	79.00	Associations-Civic, Social, and Fraternal	Social Media Membership for K. Haase	11/07/2023
Gunnison Pizza Company	01103000 57331	226.94	Eating Places, Restaurants	Meeting Meals - County Manager and Jail Staff	11/06/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Hope And Glory	01103000 57329	100.00	Florists	Other professional services - Flowers on behalf of the county to Wojdakowski	11/06/2023
Paypal	01104000 57329	350.00	Commercial Art, Graphics, Photography	Photo for cover of annual performance report.	11/08/2023
		$755.94			

Hart Jr **William**

Amzn Mktp Us	01120000 56120 G3700	24.98	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/02/2023
Amzn Mktp Us	01120000 56120 G3700	416.78	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/06/2023
Amzn Mktp Us	01120000 56120 G3700	-1.68	Book Stores	Refund	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	79.98	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/01/2023
Amzn Mktp Us	01120000 56120 G3700	15.01	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/07/2023
Amzn Mktp Us	01120000 56120 G3700	102.44	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/03/2023
Amzn Mktp Us	01120000 56120 G3700	14.99	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/12/2023
Amzn Mktp Us	01120000 56120 G3700	119.98	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/03/2023
Amzn Mktp Us	01120000 56120 G3700	24.00	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/02/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	01120000 56120 G3700	-0.66	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	59.85	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/03/2023
Amzn Mktp Us	01120000 56120 G3700	-0.02	Book Stores	refund	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	49.25	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	382.53	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/06/2023
Amzn Mktp Us	01120000 56120 G3700	23.54	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/03/2023
Amzn Mktp Us	01120000 56120 G3700	431.46	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	51.31	Book Stores	Snacks and meals for the week long mini skills academy for trainings: Detentions	11/06/2023
Amzn Mktp Us	01120000 56120 G3700	-0.73	Book Stores	refund	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	-0.08	Book Stores	refund	11/08/2023
Amzn Mktp Us	01120000 56120 G3700	-0.66	Book Stores	Refund	11/09/2023
City-Market #0419	01120000 59037 G3700	29.48	Grocery Stores and Supermark	Medications for inmates: Detentions	11/02/2023
Gunnison Coffee Company	01000000 11200	8.17	Quick Payment Service-Fast-Food Restaurants	Coffee this was a mistake and the Sgt. is paying this back to finance.	11/19/2023
Safeway #0617	01107000 59036	6.52	Grocery Stores and Supermark	Oranges for inmates: Detentions	10/30/2023
Safeway #0617	01107000 59036	23.98	Grocery Stores and Supermarkets	Food for the inmates that was not delivered from our food company.	11/14/2023
Sonic Drive In #5921	01120000 57312	11.05	Quick Payment Service-Fast-Food Restaurants	Inmate transport meal for deputies. Detentions	11/02/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Wal-Mart #1550	01120000 56210	19.17	Discount Stores	Operating supplies for the jail: Detentions	11/14/2023
Wal-Mart #1550	01120000 56110	13.46	Discount Stores	Office supplies for the jail: Detentions	11/19/2023
		$1,904.10			

Hildreth **Vicki**

Dept Of Regulatory-Ttc	01601000 57430	361.00	Government Services	VH - appraisal license renewal	11/02/2023
Safeway #0617	01603000 57331	55.45	Grocery Stores and Supermarkets	Safeway - coffee, snacks, tissue for office	10/30/2023
Safeway #0617	01603000 56110	6.79	Grocery Stores and Supermarkets	Safeway - coffee, snacks, tissue for office	10/30/2023
Timesheets Com	01601000 57361	33.75	Accounting, Auditing, and Boo	timesheets.com subscription	11/01/2023
Timesheets Com	01600000 57361	11.25	Accounting, Auditing, and Boo	timesheets.com subscription	11/01/2023
Usps Po 0740860777	01600000 56180	32.30	Postal Services - Government Only	mailing Final Abstract of Assessment	11/20/2023
		$500.54			

Hoock **James**

Amzn Mktp Us	10613010 57220	151.92	Book Stores	EV Charger Holders	11/11/2023
Amzn Mktp Us	01386040 57210	19.70	Book Stores	Key turners for unlock assistance	11/08/2023
Amzn Mktp Us	10613010 57210	98.07	Book Stores	EV parking stencils for GUC	11/07/2023
The Home Depot #1537	01158000 56610 G4300	946.00	Home Supply Warehouse Store	Blue House appliances	11/03/2023
		$1,215.69			

Houck **Jonathan**

Ol Miner Steakhouse	01101000 57331	50.74	Eating Places, Restaurants	Meeting Meals - schedule planning meeting with County Manager	11/16/2023

Supplier	Account	Amount	Merchant Category	Description	Date
		$50.74			
Hoyt	**Matthew**				
Fairfield Inn & Suites	01262000 57313	94.00	Fairfield Inn	QQ meeting hotel for MRH	11/02/2023
Rocky Mountain Roastery C	01262000 57312	12.07	Eating Places, Restaurants	Meal for travel to Granby for QQ meeting	11/03/2023
Sq *sawara	01262000 57312	24.74	Eating Places, Restaurants	Travel meal for QQ meeting	11/02/2023
		$130.81			
Jaeger	**Corrine**				
Usps.Com Clicknship	01550000 56120 G7103	16.10	Postal Services - Government	Shipping for Course Materials	11/01/2023
		$16.10			
Janssen	**Anthony**				
Safeway #0617	01100000 56160	17.98	Grocery Stores and Supermark	Soda for Vending Machines	11/13/2023
Wal-Mart #1550	01100000 56210	119.43	Discount Stores	Cleaning Supplies	11/07/2023
		$137.41			
Johnson	**Jordan**				
Fullmers Ace Hardware	01158000 56120	18.97	Hardware Stores	office	11/27/2023
		$18.97			
Lamonica	**Elizabeth**				
Amzn Mktp Us	01718000 56110	66.92	Book Stores	office supplies	11/05/2023
Cake Me Away	01718000 56110	297.16	Eating Places, Restaurants	kelly's retirement	11/08/2023
Safeway #0617	01718000 56110	71.43	Grocery Stores and Supermark	office restock	11/17/2023

Supplier	Account	Amount	Merchant Category	Description	Date
		$435.51			
Lamport	**Richard**				
In *sign Guys & Gal! Inc.	10613010 56418	834.50	Other Durable Goods	Parking lot and directional signage for in front of the terminal	11/08/2023
Supplies On The Fly	10613010 58420	31166.24	Other Nondurable Goods	Restaurant equipment for the terminal: dishwasher, express oven, espresso machine, and water filtration kit	11/29/2023
The Webstaurant Store Inc	10613010 58420	4000.00	Other Durable Goods	Split order between Rick's and Steph's credit cards for restaurant equipment: Freezer, refrigerator, hand sink, three compartment commercial sink, commercial work table	11/07/2023
		$36,000.74			
Lathrop	**Justina**				
Safeway #0617	01107000 59036	84.60	Grocery Stores and Supermarkets	Apples for a weeks worth for the inmates our delivery company did not deliver. Detentions	11/04/2023
		$84.60			
Lindner	**Christopher**				
Amazon.Com*qeomf4ic3	82500000 56611	55.00	Book Stores	Backup power supply for airport runway lights	11/01/2023
Amzn Mktp Us	82500000 56611	75.45	Book Stores	Printer toner and USB speakers	11/24/2023
Amzn Mktp Us	82501020 56120	28.49	Book Stores	Printer toner and USB speakers	11/24/2023
Centurylink Lumen	82501010 57020	621.88	Telecommunication Services	Lumen - main telephone service	11/16/2023
Centurylink Lumen	82501010 57020	165.98	Telecommunication Services	Lumen telephone service	11/14/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Elevate Fiber	82501000 57030	109.90	Telecommunication Services	internet service for Sheriff / Public Works in Somerset offices	11/01/2023
Fulcrum Biometrics Inc	82501000 57363	600.00	Detective Agencies, Protective Agencies, Security	Sheriff civil fingerprint machine software and hardware maintenance subscription	11/03/2023
Google *youtube Tv	10613010 57363	76.57	Motion Picture and Video Tape	GUC airport TV service	11/28/2023
Hexnode Mitsogo Inc	82501000 57363	194.70	Computer Software Stores	Mobile Device Management software subscription	11/01/2023
Imagenet Consulting Llc	01000000 11200	-706.34	Equipment Rental and Leasing Services	ImageNet - Refund for incorrect charges	11/17/2023
J2	82501000 57363	12.00	Direct Marketing Continuity Su	e-fax service	11/27/2023
J2	82501000 57363	12.00	Direct Marketing Continuity Su	e-Fax software subscription	11/05/2023
Kaseya.Com	82500000 57363	65.55	Computers, Computer Peripheral Equipment,	Help Desk ticketing software subscription	11/02/2023
Microsoft#g032247052	82501000 57363	5.50	Computers, Computer Peripheral Equipment,	Microsoft Intune Mobile Device Management software subscription	11/12/2023
Pb Leasing	82501030 57340	489.87	Equipment Rental and Leasing	CH postage printer lease	11/21/2023
Pb Leasing	82501030 57340	1145.37	Equipment Rental and Leasing	Blackstock postage printer lease	11/22/2023
Spectrum	82501000 57030	109.98	Cable, Satellite & other Pay TV and Radio Services	HHS veterans services office internet service	11/13/2023
Spectrum	82501000 57030	137.31	Cable, Satellite & other Pay TV and Radio Services	Internet service for Juv Serv CB office	11/19/2023
Spectrum	82501000 57030	164.97	Cable, Satellite & other Pay TV	GUC airport SITA internet service	11/05/2023
Spectrum	82501000 57030	142.97	Cable, Satellite & other Pay TV and Radio Services	GUC airport guest WiFi internet service	11/05/2023
Starlink Internet	01109000 57020	145.00	Computer Network/Information Services	Starlink internet service for Landfill, IT/EOC, and Sheriff	11/13/2023
Starlink Internet	82501000 57363	295.00	Computer Network/Information Services	Starlink internet service for Landfill, IT/EOC, and Sheriff	11/13/2023
Vzwrlss*apocc Visb	82501000 57030	200.05	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Vzwrlss*apocc Visb	10613010 57022	40.80	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Vzwrlss*apocc Visb	01550000 57022 G3050	40.80	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Vzwrlss*apocc Visb	04556000 57022 G7500	40.80	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Vzwrlss*apocc Visb	01703000 57022	40.80	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Vzwrlss*apocc Visb	01158000 57022	81.60	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Vzwrlss*apocc Visb	01110000 57022	81.60	Telecommunication Services	Verizon cell phones and hotspots	11/29/2023
Wasabi Technologies	82501000 57363	204.10	Other Business Services	cloud backup storage subscription	11/02/2023
Zoom.Us 888-799-9666	82501000 57363	228.90	Telecommunication Services	Zoom web conferencing software subscription	11/08/2023
		$4,906.60			

Lupton **Curtis**

Ag & Industrial Equip	80341000 56510	-42.07	Computer Software Stores	REFUND ON PARTS #S10250	11/22/2023
Ag & Industrial Equip	80341000 56510	-247.19	Computer Software Stores	REFUND PARTS #S10250	11/22/2023
Better Engineering Mfg In	80341000 56510	1637.29	Other Industrial Supplies	PARTS #10242	11/27/2023
Co Motor Veh Serv Emv	80341000 56510	9.38	Government Services	PLATES #629	11/22/2023
Craneworks Inc Denver	80341000 56510	157.09	Other Industrial Supplies	DECALS #131	11/06/2023
In *ag & Industrial Equip	80341000 56510	438.56	Other Industrial Supplies	PARTS #S10250	11/07/2023
Mohawk Lifts - Moto	80341000 56510	182.86	Other Commercial Equipment	PARTS #S10072	11/02/2023
The Home Depot #1537	80341000 56130	955.00	Home Supply Warehouse Store	SHOP SUPPLY	11/08/2023
		$3,090.92			

McFarland **Kristy**

Garmin	01601000 57361	29.92	Miscellaneous and Specialty Re	Garmin basic plan monthly fee	11/13/2023
Garmin	01600000 57361	9.98	Miscellaneous and Specialty Re	Garmin basic plan monthly fee	11/13/2023
		$39.90			

Supplier	Account	Amount	Merchant Category	Description	CONFIDENTIAL	Date
Metcalf	**Michael**					
Amzn Mktp Us	01113000 56140	309.99	Book Stores	Election Table/organization		11/14/2023
Amzn Mktp Us	01113000 56140	29.57	Book Stores	Election Supplies -Papers (colored)		11/15/2023
Amzn Mktp Us	01113000 56140	333.55	Book Stores	Election Supplies -Papers (colored) -Document Tray -Chair for backroom -Tent Heater		11/17/2023
Amzn Mktp Us	01113000 56140	12.13	Book Stores	FINANCE CODED		11/29/2023
Amzn Mktp Us	01113000 56140	209.99	Book Stores	Election Table/Organization		11/14/2023
Amzn Mktp Us	01113000 56140	18.99	Book Stores	Election Supplies -Papers (colored)		11/13/2023
City-Market #0419	01113000 56140	174.18	Grocery Stores and Supermark	-Food/supplies for judges		11/06/2023
City-Market #0419	01113000 56140	107.21	Grocery Stores and Supermark	-Food/snacks/supplies for judges		11/07/2023
Marios Pizza & Pasta -	01113000 56140	185.50	Eating Places, Restaurants	-Election day feeding of judges		11/07/2023
Pie Zans Llc	01113000 56140	63.34	Eating Places, Restaurants	Processing -Kathy S -Robbi M -Michael M		11/03/2023
Pie Zans Llc	01113000 56140	65.20	Eating Places, Restaurants	-Ballot Processing/review		11/07/2023
Pie Zans Llc	01113000 56140	55.19	Eating Places, Restaurants	Processing -Kathy S -Robbi M -Michael M		10/31/2023
Wal-Mart #1550	01113000 56140	85.70	Discount Stores	-Judge snacks/food -Propane for heating		11/06/2023
Wal-Mart #1550	01113000 56140	39.84	Discount Stores	Tent Election Heating		11/02/2023
		$1,690.38				
Metroz	**Janette**					
Spring Back Colorado	52541000 57329	2740.00	Organizations, Charitable and	L/F MATTRESS RECYCLE		11/07/2023
Spring Back Colorado	52541000 57329	2640.00	Organizations, Charitable and	LANDFILL MATTRESS RECYCLE		11/29/2023
Wal-Mart #1550	52541000 56120	33.35	Discount Stores	LANDFILL SUPPLY		11/17/2023
Wal-Mart #1550	80341000 56130	44.56	Discount Stores	SHOP SUPPLY		11/01/2023

Supplier	Account	Amount	Merchant Category	Description	Date
		$5,457.91			
Meyer	**Amelia**				
Amzn Mktp Us	01560000 56651 G7110	37.85	Book Stores	Family Planning Clinic- Supplies - Condom Dispensers	11/21/2023
Amzn Mktp Us	01560000 56651 G7110	28.12	Book Stores	Family Planning Clinic- Supplies - Condom Dispensers	11/20/2023
Mms Gov Solution Llc	01560000 56651 G7110	631.12	Dental/Laboratory/Medical Equipment & Supplies	Rapid HIV/ Syphilis Test- Family Planning Clinic Medical Supplies Amount 631.12 USD Date 11/17/2023 Issuer UMB Bank Merchant category group Medical	11/17/2023
Paypal	01158000 57440 G7700	56.73	Book Stores	Parents As Teachers Training. Amount 56.73 USD Date 11/17/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/17/2023
		$753.82			
Middlekauff	**Criss**				
Amazon.Com*fu1lo4033	03380110 57410	51.77	Book Stores	LEAP Organizational Supplies Amount 51.77 USD Date 11/20/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/20/2023
Amzn Mktp Us	03380110 57410	23.87	Book Stores	LEAP- Advertising Supplies Amount 23.87 USD Date 11/24/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/24/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	04555000 56120	35.99	Book Stores	Gunnison County Vital Records- Storage/Operating Supplies- Amount 35.99 USD Date 11/24/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/24/2023
Cbi Online	04350000 57329	4.00	Government Services	Colorado Bureau of Investigation- Background checks Renewal for Vital Records Staff	10/31/2023
Cbi Online	04350000 57329	4.00	Government Services	Colorado Bureau of Investigation- Background checks Renewal for Vital Records Staff	10/31/2023
Cbi Online	04350000 57329	4.00	Government Services	Colorado Bureau of Investigation- Background checks Renewal for Vital Records Staff	10/31/2023
Wal-Mart #1550	03380110 57410	8.81	Discount Stores	Outreach supplies- LEAP Amount 8.81 USD Date 11/29/2023 Issuer UMB Bank Merchant category group Other Supplies	11/29/2023
		$132.44			

Mirza **Emily**

Call-Em-All	01152000 57363 G7350	59.75	Telecommunication Equipment	Choice Pass text program	11/14/2023
Crested Butte Tickets	01152000 56120 G7600	2246.40	Other Recreation Services	Choice Pass Scholarships	11/21/2023
Hoo*hootsuite Inc	04556000 57410 G3430	294.00	Other Business Services	marketing and ads	11/01/2023
Hoo*hootsuite Inc	04555000 57410 G3500	294.00	Other Business Services	marketing and ads	11/01/2023
Shutterfly, Inc.	01152000 56120 G7350	73.01	Photographic Studios	Choice Pass thank you notes	11/15/2023
Squarespace Inc.	01152000 57363 G7350	20.00	Computer Program, System De	Choice Pass domaine name	11/30/2023
		$2,987.16			

Molina Saenz **C**

Supplier	Account	Amount	Merchant Category	Description	Date
Wal-Mart #1550	03380000 57329 G3180	69.98	Discount Stores	CSBG Client I.S.- Baby Car seat purchase. Refund- Had to exchange as product was malfunctioning Bought another one same product	11/15/2023
Wal-Mart #1550	03380000 57329 G3180	69.98	Discount Stores	CSBG Client I.S.- Baby Car seat purchase. Refund- Had to exchange as product was malfunctioning Bought another one same product	11/16/2023
Wal-Mart #1550	03380000 57329 G3180	-69.98	Discount Stores	CSBG Client I.S.- Baby Car seat purchase. Refund- Had to exchange as product was malfunctioning Bought another one same product	11/16/2023
		$69.98			
Murdie	**Adam**				
Co Motor Veh Serv Emv	01109000 56120	7.20	Government Services	title app for the polarius	11/03/2023
		$7.20			
Newberry	**Shelby**				
Google *google Storage	01000000 11200	1.99	Computer Program, System De	mistake	11/21/2023
Ute Trail Motel	01158000 57313	238.00	Hotels, Motels, Resorts	professional development - partner community	11/20/2023
		$239.99			
Oliver	**Melissa**				
In *sourcenext Inc.	01555000 57330 G3050	574.00	Electronic Sales	Pocket Talk Translator- NFP Meeting Supplies- for Spanish Speaking Clients Amount 574.00 USD Date 11/27/2023 Issuer UMB Bank Merchant category group Retail	11/27/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Sq *the Coffee Trader Gun	01550000 57331 G3050	12.42	Quick Payment Service-Fast-Food Restaurants	Nurse Family Partnership- Client meeting- T.Z. M.O. Amount 12.42 USD Date 11/03/2023 Issuer UMB Bank Merchant category group Eating And Drinking Places	11/03/2023
		$586.42			

Pagano **Catherine**

Cake Me Away	01703000 57331	70.21	Eating Places, Restaurants	Office meeting	11/01/2023
Sq *townie Books & Rumors	01703000 57361	30.00	Quick Payment Service-Fast-Fo	Books	11/25/2023
		$100.21			

Petsch **Stephanie**

Avis.Com Prepay	10612030 57310	383.51	Avis Rent-A-Car	Rental car for Adam Scheller while in Lexington, KY to attend 40 Hr Basic ARFF training	11/27/2023
In *sign Guys & Gal! Inc.	10613010 56418	1800.00	Other Durable Goods	Parking lot and directional signage for in front of the terminal	11/08/2023
The Webstaurant Store Inc	10613010 58420	3183.37	Other Durable Goods	Split order between Steph's and Rick's credit cards for restaurant equipment: Freezer, refridgerator, hand sink, three compartment commercial sink, commercial work table.	11/07/2023
United	10612030 57310	132.00	United Airlines	Seat and luggage fee for Adam Scheller on returning flight from Lexington, KY for 40 Hr Basic ARFF training	11/27/2023
United	10612030 57310	1169.40	United Airlines	Roundtrip airline tickets for Adam Scheller traveling to Lexington, KY for 40 Hr Basic ARFF training	11/27/2023

Supplier	Account	Amount	Merchant Category	Description	Date
United	10612030 57310	128.00	United Airlines	Seat and luggage fee for Adam Scheller traveling to Lexington, KY for 40 Hr Basic ARFF training	11/27/2023
		$6,796.28			
Pierce	**Clayton**				
City-Market #0419	01107000 59037	6.47	Grocery Stores and Supermarkets	Medication for an inmate: Detentions	11/20/2023
		$6.47			
Powell	**John**				
Anejo Bistro & Bar	04555000 57331 G4010	448.00	Eating Places, Restaurants	coalition meal -30 people	11/15/2023
City-Market #0419	01152000 56120 G3580	180.00	Grocery Stores and Supermark	survey incentives	11/02/2023
Marios Pizza & Pasta -	04555000 57331 G3500	169.00	Eating Places, Restaurants	child protective factor planning meal	11/07/2023
Powell	**William**				
Thai House	01158000 57331	13.52	Eating Places, Restaurants	meeting meal - center for restorative meeting	11/07/2023
		$810.52			
Puckett Daniels	**Laura**				
A Daily Dose	01101000 57331	5.00	Eating Places, Restaurants	Meeting Meal - coffee with a constituent	11/17/2023
A Daily Dose	01101000 57331	9.73	Eating Places, Restaurants	Meeting meals - with Veterans Service Officer Steve Otero	11/01/2023
A Daily Dose	01101000 57331	7.54	Eating Places, Restaurants	Meeting Meal - coffee with a constituent	11/09/2023
A Daily Dose	01101000 57331	5.00	Eating Places, Restaurants	Meeting meals - with the Met Rec Executive Director	11/02/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Infi Kiosk Pos	01101000 57312	101.82	Computer Software Stores	Dinner with Public Works employees at CCI Winter Conference.	11/28/2023
Tst* El Paraiso Family Me	01101000 57331	30.74	Eating Places, Restaurants	Lunch w/the GVRHA Executive Director.	11/21/2023
		$159.83			

Quinn **Jessica**

Amzn Mktp Us	01386030 57235	121.09	Book Stores	grounds	11/06/2023
Craftoutlet.Com	01386030 57235	127.15	Miscellaneous and Specialty Re	grounds	11/02/2023
Wal-Mart #1550	01386080 57235	63.38	Grocery Stores and Supermark	grounds	11/27/2023
Wal-Mart #1550	01386020 57235	23.52	Grocery Stores and Supermark	grounds	11/28/2023
Wal-Mart #1550	01386040 57235	17.91	Grocery Stores and Supermark	grounds	11/17/2023
Wal-Mart #1550	01386020 57235	28.32	Grocery Stores and Supermark	grounds	11/06/2023
		$381.37			

Rascon **Selenia**

Vital Event Records	03360110 57329	-53.00	Government Services	Birth Certificate Refund from last cycle Amount -53.00 USD Date 11/02/2023 Issuer UMB Bank Merchant category group Government Services	11/02/2023
Wal-Mart #1550	03360190 57329 G3150	349.10	Discount Stores	Child Items for family in care of kid. Amount 349.10 USD Date 11/06/2023 Issuer UMB Bank Merchant category group Other Supplies	11/06/2023
		$296.10			

Reynolds **Joni**

Supplier	Account	Amount	Merchant Category	Description	Date
Pf Changs #7700 Olo	03350210 57312	29.56	Eating Places, Restaurants	FINANCE CODED	11/27/2023
		$29.56			
Ricord	**Rebecca**				
Eig	01703000 57363	276.56	Direct Marketing Continuity Su	Constant Contact Subscription	11/06/2023
In *cpow	01703000 57440	125.00	Utilities - Electric, Gas, Sanitary	CPOW Designer course	11/29/2023
		$401.56			
Ryan	**Erin**				
Wal-Mart #1550	03380110 57410	69.50	Grocery Stores and Supermarkets	LEAP- Storage Bins/ Outreach Materials Amount 69.50 USD Date 11/07/2023 Issuer UMB Bank Merchant category group Retail	11/07/2023
		$69.50			
Schmidt	**Martin**				
Amazon.Com*6t1xk57n3	02335000 56120	50.50	Book Stores	ADMIN SUPPLY	11/04/2023
Amazon.Com*bv9t72z43	02335000 56110	22.73	Book Stores	ADMIN OFFICE SUPPLY	10/31/2023
Amazon.Com*m874j55r3	80341000 56510	38.36	Book Stores	PARTS #4	11/26/2023
Amazon.Com*ro46n5in3	02335000 56110	37.32	Book Stores	ADMIN OFFICE SUPPLY	11/12/2023
Amzn Mktp Us	80341000 56130	22.28	Book Stores	SHOP SUPPLY	11/12/2023
Amzn Mktp Us	02330000 56499	43.07	Book Stores	S/I OTHER GAS CANS FOR SANDERS	11/24/2023
Amzn Mktp Us	80341000 56130	27.77	Book Stores	SHOP SUPPLY	11/27/2023
Amzn Mktp Us	52542000 56120	546.66	Book Stores	R/C SUPPLY	11/29/2023
Amzn Mktp Us	02320000 56499	357.70	Book Stores	R/M OTHER	11/14/2023
Amzn Mktp Us	02335000 56120	109.98	Book Stores	ADMIN SUPPLY	11/06/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Amzn Mktp Us	80341000 56130	16.68	Book Stores	SHOP SUPPLY	11/20/2023
Amzn Mktp Us	02335000 56110	67.50	Book Stores	ADMIN OFFICE SUPPLY	11/17/2023
Amzn Mktp Us	02320000 56499	81.13	Book Stores	R/M OTHER	11/07/2023
Sq *american Public Works	02335000 57440	600.00	Organizations, Charitable and	ADMIN TRAINING	10/31/2023
		$2,021.68			

Schultz **Olivia**

City-Market #0419	01109000 56120	59.80	Grocery Stores and Supermarkets	BIRTHDAY CHOCOLATE FOR EMPLOYEES	11/29/2023
Gunnison Shipping	01109000 56170	52.58	Courier Services	PACKAGE SENT AND STAMPS BOUGHT	11/15/2023
Safeway #0617	01109000 56120	44.97	Grocery Stores and Supermark	COFFEE	11/16/2023
Usps Po 0740860777	01109000 56170	92.40	Postal Services - Government	MORE STAMPS	11/15/2023
		$249.75			

Sherwood **Matthew**

Amzn Mktp Us	10613010 57210	129.89	Book Stores	garage door spring repair Sanchez	11/05/2023
		$129.89			

Smith **Elizabeth**

City-Market #0429	01101000 57312	3.66	Grocery Stores and Supermarkets	Travel Meal - Marble Crystal River stakeholder evening meeting	11/17/2023
Doubletree Hotels	01101000 57313	-124.74	Doubletree Hotels	Refund due to hotel mix-up on room - Lodging for Counties & Commissioner Acting Together (CCAT) retreat	11/03/2023
Doubletree Hotels	01101000 57313	124.74	Doubletree Hotels	Lodging for Counties & Commissioner Acting Together (CCAT) retreat	11/03/2023

Supplier	Account	Amount	Merchant Category	Description	Date
Historic Redstone Inn	01101000 57312	28.58	Eating Places, Restaurants	Travel Meal - Marble Crystal River stakeholder evening meeting	11/16/2023
Historic Redstone Inn	01101000 57313	-11.04	Hotels, Motels, Resorts	See receipt. This refund was for "205 CRS Override for 11/16/2023".	11/17/2023
Historic Redstone Inn	01101000 57313	179.04	Hotels, Motels, Resorts	Travel lodging - Marble Crystal River stakeholder evening meeting	11/15/2023
Romanos 1314	01101000 57312	34.69	Eating Places, Restaurants	Dinner during CCI Winter Conference. After tip. the charge was for $34.69. Receipt has pre-tip amount of $29.29.	11/27/2023
Scalzotto Westminster	01101000 57312	28.44	Eating Places, Restaurants	Dinner after CCAT retreat in Westminster. Receipt is for $28.44, even though the handwritten total isn't calculated correctly.	11/03/2023
Sherpa Cafe	01101000 57331	59.13	Eating Places, Restaurants	Dinner with Jonathan Houck and John Whitney of Senator Bennet's office.	10/30/2023
Springhill Suites Denv	01101000 57313	123.00	Springhill Suites	Lodging during CCAT meeting.	11/03/2023
Sq *delektabowl	01101000 57331	28.67	Eating Places, Restaurants	Meeting Meal - Lunch, BOCC work session	11/14/2023
Sq *delektabowl	01101000 57331	48.26	Eating Places, Restaurants	LUNCH - Commissioners after BOCC reg. meeting	11/07/2023
Sq *traders Coffee Inc	01101000 57331	7.15	Miscellaneous Food Stores & Convenience Stores	Travel meal - meeting with Colorado River District in Montrose	11/08/2023
		$529.58			

Solheim **Perry**

Amzn Mktp Us	01718000 56110	432.48	Book Stores	Desk and ergo chair for PS	11/08/2023
Thats Great News	01718000 56110	273.48	Other Industrial Supplies	Lupita's Plaque	11/02/2023
		$705.96			

Supplier	Account	Amount	Merchant Category	Description	Date
Sparks	**April**				
Amzn Mktp Us	03350210 56110	12.31	Book Stores	Child Welfare department office supplies	11/16/2023
Amzn Mktp Us	03350210 56110	29.58	Book Stores	Child Welfare department office supplies	11/17/2023
Amzn Mktp Us	03350210 56110	20.98	Book Stores	Child Welfare department office supplies	11/20/2023
Marriott Fairfield Inn	03360110 57313	-183.53	Fairfield Inn	Travel Lodging Refund. Amount -183.53 USD Date 11/08/2023 Issuer UMB Bank Merchant category group Hotels And Motels	11/08/2023
		($120.66)			
Spitzmiller	**Scott**				
Mr Lock	10612060 56120	74.31	Hardware Stores	Key blanks for the airline gate computer cabinets and ticket counters.	11/03/2023
Transportation Security C	10612060 56120	750.00	Information Retrieval Services	Money to process background checks for airport badging	11/08/2023
		$824.31			
Tibbett	**Kyle**				
Bjs Restaurant 619	04550000 57312 G4010	59.22	Eating Places, Restaurants	recovery conf.	11/10/2023
Jose Osheas	04555000 57312 G4010	36.70	Eating Places, Restaurants	recovery conf.	11/08/2023
Qr-Code-Generator.Com	04555000 57410 G4010	119.88	Computer Software Stores	ads	11/29/2023
Safeway #0617	04555000 57312 G4010	18.97	Grocery Stores and Supermark	recovery conf.	11/15/2023
Sheraton Denver West	04555000 57313 G4010	322.66	Sheraton Hotels	recovery conf.	11/10/2023
Sheraton Denver West	04555000 57313 G4010	322.66	Sheraton Hotels	recovery conf. Mary Beth	11/10/2023
Sq *big Daddy Bagels	04555000 57312 G4010	26.48	Miscellaneous Food Stores & C	recovery conf.	11/10/2023

Supplier	Account	Amount	Merchant Category	Description	Date
		$906.57			
Trautz	**Lauren**				
Amzn Mktp Us	01150000 56110	71.24	Book Stores	Remote Computer Setup Supplies for Lauren	11/05/2023
Dominos 6335	01150000 57331	61.11	Quick Payment Service-Fast-Food Restaurants	Urgent meeting for HR/Finance surrounding Paylocity GL setup. Lauren, Hailey, Davalyn, Leah, Jody, Kelly, Lupita - Dominos Pizza	11/07/2023
Screencastify Unlimite	01150000 57329	120.00	Computer Software Stores	Training Recording Tool - Screencastify Annual Subscription	11/28/2023
		$252.35			
Wacker	**Margaret**				
Amazon.Com*qc8l309n3	01550000 56120 G3710	384.06	Book Stores	Diapers for DHHS Diaper program for Community Members Amount 384.06 USD Date 11/19/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/19/2023
Amzn Mktp Us	04555000 56120	14.07	Book Stores	Name Tags for Future Flu Clinic Amount 14.07 USD Date 11/18/2023 Issuer UMB Bank Merchant category group Business To Business Eqpt/Furn	11/18/2023
Squarespace Inc.	04555000 57363 G3090	20.00	Computer Program, System Design	WCPH Website Domain Name Charge Amount 20.00 USD Date 11/28/2023 Issuer UMB Bank Merchant category group Professional Services	11/28/2023
		$418.13			

Supplier	Account	Amount	Merchant Category	Description	Date
Wells	**Skye**				
A&m Creations	01109000 55731	18.45	Bars, Cocktail Lounges, Discoth	DINNER 11-2 AT CLASS	11/03/2023
Gunnison Shipping	01109000 56170	22.58	Courier Services	mailed pkg to mesa county s o	11/22/2023
McDonalds F11463	01109000 57312	5.90	Quick Payment Service-Fast-Fo	BREAKFAST 11-3 FOR CLASS	11/03/2023
Quality Inn	01109000 57313	89.96	Quality Inns	HOTEL FOR THE CLASS "FIGHTING FENTANYL DELTA CO 11-2 TO 11-3	11/02/2023
Wendys 8814	01109000 57312	12.14	Quick Payment Service-Fast-Fo	LUNCH ON TRAINING IN DELTA	11/03/2023
		$149.03			
Wheaton	**Bradford**				
City-Market #0419	03380000 57329 G3180	50.00	Grocery Stores and Supermarkets	CSBG Client N.R.- Emergency Shelter Assistance-Food Assistance- Travel Assistance	11/09/2023
Econolodge C0308	03380000 57329 G3180	556.00	Econo Lodges	CSBG Client N.R.- Emergency Shelter Assistance-Food Assistance- Travel Assistance	11/09/2023
Greyhound	03380000 57329 G3180	112.86	Bus Lines	CSBG Client N.R.- Emergency Shelter Assistance-Food Assistance- Travel Assistance	11/09/2023
		$718.86			
Wise	**Jody**				
City-Market #0419	01718000 56110	100.00	Grocery Stores and Supermark	Kelly Weak going away gift	11/03/2023
		$100.00			
Young	**Jill**				
Amzn Mktp Us	01109000 56120	20.98	Book Stores	USB c to lightening cord	11/07/2023

CONFIDENTIAL

Supplier	Account	Amount	Merchant Category	Description	Date
At&t Payment	01109000 57022	291.13	Telecommunication Services	Cell phones for all deputy supervisors and 3 detention supervisors	11/02/2023
Homewood Suites	01109000 57313	389.00	Homewood Suites	Class in Golden for NIBRS- hotel only. - tax was taken off on next month's bill and meals are on next statement	11/09/2023
Satellite Phone Store	01109000 57324	22.39	Telecommunication Equipment & Sales	Satellite phone on vacation for Somerset- recently taken off vacation	11/02/2023
Wal-Mart #1550	01109000 56120	24.30	Discount Stores	candy for Halloween	10/30/2023
		$747.80			
	TOTAL PURCHASING CARD ACTIVITY	**$94,455.58**			

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: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

TREASURER'S MONTHLY REPORT FOR NOVEMBER 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	18,026,672.72	428,383.13	(1,200,944.69)	17,254,111.16
Due from Tre-Road & Bridge	3,988,490.84	43,081.98	(280,732.80)	3,750,840.02
Due from Tre-Human Services	760,907.53	19,883.69	(112,871.98)	667,919.24
Due from Tre-Public Health Agency	295,024.31	60,496.63	(104,680.13)	250,840.81
Due from Tre-Conservation Trust	220,488.58	491.21	(413.77)	220,566.02
Due from Tre-Bond Fund	165,021.78	445,973.62	-	610,995.40
Due from Tre-Airport	221,194.78	45,405.98	(69,699.74)	196,901.02
Due from Tre-Sales Tax	6,423,003.87	15,553.50	(1,556,750.86)	4,881,806.51
Due from Tre-Land Preservation	1,827,325.16	2,934.90	(512,405.85)	1,317,854.21
Due from Tre-Mosquito	31,804.54	282.84	(6.34)	32,081.04
Due from Tre-Sage Grouse	290,390.67	7,833.60	-	298,224.27
Due from Tre-Risk Management	36,035.82	80.43	-	36,116.25
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	225,709.11	479.80	(10,745.00)	215,443.91
Due from Tre-Sewer	1,184,125.23	136,130.26	(80,694.54)	1,239,560.95
Due from Tre-Water	1,049,097.77	2,478.00	(17,375.72)	1,034,200.05
Due from Tre-Solid Waste	897,403.29	199,535.49	(609,183.59)	487,755.19
Due from Tre-Housing Authority	2,763,683.22	4,972.21	(535,993.54)	2,232,661.89
Due from Tre-Gunn Sr Housing	247,625.54	10,818.56	-	258,444.10
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	858,488.24	11,418.44	(13.19)	869,893.49
Due from Tre-Internal Service II	578,241.98	1,050.45	(127,602.81)	451,689.62
Due from Tre-Insurance Trust	2,488,643.85	5,710.14	(139,252.04)	2,355,101.95
Due from Tre-Local Marketing District	2,051,891.76	169,324.25	-	2,221,216.01
Due from Tre-Rural Trans Auth	5,753,895.01	15,985.93	(29,677.67)	5,740,203.27
Due from Tre-Public Trustee Agency	5,793.82	-	(3,958.31)	1,835.51
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	-	-	-	-
Due from Tre-Treas Fees	-	12,864.83	(12,864.83)	-
Due from Tre-Health Claims	83,739.04	335,077.44	(209,900.83)	208,915.65
Due from Tre-Landfill Closure	1,224,239.15	8,309.02	-	1,232,548.17
Due from Tre-Landfill Cons Resv	1,473,927.69	23,732.92	-	1,497,660.61
Due from Tre-Payroll Clearing	7,577.34	1,309,063.97	(1,312,749.14)	3,892.17
Due from Tre-Sewer Reserve	95,791.78	-	-	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,704.09	30.59	-	13,734.68
Due From Tre-Housing Authority Restricted Deposits	29,990.96	-	-	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,495,637.52	7,240,379.64	(6,801,112.68)	1,934,904.48
Due from Tre-Finance Revenue Clearing	-	2,373,858.62	(2,373,858.62)	-
Due from Tre-Water Resource	48,112.12	107.39	-	48,219.51
Due from Tre-Workforce Impact Fees	385,388.68	860.19	-	386,248.87
Due from Tre-Living Community	4,651.42	4,535.88	(4,752.29)	4,435.01
COUNTY FUNDS TOTAL	55,613,127.40	12,937,125.53	(16,108,240.96)	52,442,011.97
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	7,453.26	7,309.87	(7,470.78)	7,292.35
Due from Tre-Crested Butte Street/Alley	2,264.00	2,103.05	(2,327.09)	2,039.96
Due from Tre-Gunnison City General	6,662.95	5,940.95	(6,724.69)	5,879.21
Due from Tre-Marble General	931.89	371.42	(936.09)	367.22
Due from Tre-Mt Crested Butte General	11,837.03	13,471.31	(12,913.82)	12,394.52
Due from Tre-Pitkin General	175.87	181.24	(176.58)	180.53
CITIES AND TOWNS TOTAL	29,325.00	29,377.84	(30,549.05)	28,153.79
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	185,000.45	179,763.58	(186,629.11)	178,134.92
Due from Tre-Gunn RE1J Bond	47,357.70	44,807.73	(48,386.55)	43,778.88
Due from Tre-Delta 50J General	6,736.60	7,213.98	(6,738.10)	7,212.48
Due from Tre-Delta 50J Bond	3.62	107.15	(3.62)	107.15
Due from Tre-Montrose RE1J General	841.72	2,958.63	(847.42)	2,952.93
Due from Tre-Montrose RE1J Bond	19.32	287.62	(19.32)	287.62
Due from Tre-Reij 2014 Mill Override	12,642.23	11,991.57	(12,946.90)	11,686.90

SCHOOLS TOTAL	252,601.64	247,130.26	(255,571.02)	244,160.88
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	119.86	118.06	(119.86)	118.06
Due From Tre-Gunn Rising #3	7.71	1.35	-	9.06
Due From Tre-Gunn Rising #4	10.82	1.89	-	12.71
Due from Tre-CO River Water CD	3,796.35	3,778.06	(3,894.20)	3,680.21
Due from Tre-Reserve MD2	1,611.35	810.59	(1,611.35)	810.59
Due from Tre-Mt Crested Butte DDA	3,182.35	6,518.56	(3,596.72)	6,104.19
Due from Tre-Bostwick Park Water CD	15.07	47.41	(16.05)	46.43
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	2,730.46	4,113.72	(2,795.19)	4,048.99
Due from Tre-Mt CB Water/San	10,392.95	12,198.91	(11,315.42)	11,276.44
Due from Tre-East River Regional SD	1,466.18	4,000.04	(1,695.54)	3,770.68
Due from Tre-Cemetery	1,925.66	1,799.42	(1,952.37)	1,772.71
Due from Tre-Gunn Co Metro Rec Dist	6,990.59	7,161.10	(7,184.25)	6,967.44
Due from Tre-N Fork Water CD	112.83	119.57	(113.10)	119.30
Due from Tre-Skyland MD	10,682.73	10,182.38	(10,973.72)	9,891.39
Due from Tre-Upper Gunn Water CD	13,434.85	13,497.87	(13,802.28)	13,130.44
Due from Tre-Crested Butte Fire PD	30,623.83	32,323.11	(31,745.88)	31,201.06
Due from Tre-Gunn Co Fire PD	7,424.69	7,519.46	(7,539.47)	7,404.68
Due from Tre-Carbondale & Rural Fire PD	4,150.66	1,450.08	(4,162.28)	1,438.46
Due from Tre-Ragged Mt Fire PD	609.09	667.62	(611.19)	665.52
Due from Tre-Arrowhead Fire PD	397.04	857.00	(415.97)	838.07
Due From Tre-Library General Fund	14,655.58	14,584.15	(15,033.29)	14,206.44
Due From Tre-Reserve MD#2 BOND 2016A	4,798.78	2,575.38	(4,798.78)	2,575.38
Due From Tre-North Fork Ambulance Health Service Di	1,457.90	1,579.01	(1,462.34)	1,574.57
Due From Tre-Reserve MD #2 BOND 2016B	631.00	317.35	(631.00)	317.35
Due From Tre-Reserve MD #2 BOND 2016C	535.58	269.48	(535.58)	269.48
Due From Tre-Crested Butte Fire PD Bond	15,287.85	16,136.18	(15,848.01)	15,576.02
Due From Tre-Gunn Co Metro Rec North	8,022.87	8,468.11	(8,316.86)	8,174.12
IMPROVEMENT DISTRICTS TOTAL	145,074.63	151,095.86	(150,170.70)	145,999.79
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	573,243.47	558,261.70	(581,545.35)	549,959.82
Due from Tre-Clerk Sales Tax	-	68,481.36	(68,441.36)	40.00
Due from Tre-SOT	-	268,940.59	(268,940.59)	-
Due from Tre-State Auto	-	214,421.51	(214,421.51)	-
Due from Tre-Clerk ST Domestic Abuse	-	360.00	(360.00)	-
Due from Tre-Clerk State Registrar	-	54.00	(54.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,114.00	(1,114.00)	-
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	-	119,475.40	(119,475.40)	-
Due from Tre-Treas Deed	2,511.56	-	-	2,511.56
Due from Tre-Unused Remittances	29,779.02	1,949.01	(749.01)	30,979.02
Due from Tre-Elected Official Fees Clrg	17,484.50	60,017.65	(64,383.98)	13,118.17
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	694,464.17	1,293,075.22	(1,319,485.20)	668,054.19
GRAND TOTALS	**56,734,592.84**	**14,657,804.71**	**(17,864,016.93)**	**53,528,380.62**

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 November 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
30-Nov-23

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	156,761.07			Cash	N/A
BMO	1101	1,182,451.96	0.00%		Chkg	N/A
BMO CC	1103	95,497.32	0.00%		Chkg	N/A
BMO MM	1104	2,015,934.31	3.86%		MMA	Mo
BMO Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	1,460,466.85	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	524,497.42	0.00%		Chkg	Mo
Colotrust Plus	1118	3,918,730.58	5.56%		Pool	Mo
C-Safe	1121	1,281,499.23	5.57%		Pool	Mo
Community Banks of Colorado MM	1320	2,339,140.30	3.86%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	5,184.56	2.18%		MMA	Mo
TOTAL CASH AND CHECKING		13,178,043.67		24.62%		
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	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
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
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EPSP18	1163	501,666.67	6.00%		AG	SA/Mat 8/8/28 5 yrs callable
FFCE EPYE96	1157	500,000.00	5.93%		AG	SA/Mat 10/11/28 5 yrs callable
FFCB MHL9	1247					matured
FFCB MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUN594	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB 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 AR6F33	1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB AXXH6	1154	550,000.00	5.00%		AG	SA/Mat 12/6/28 5 yrscallable
FHLB BS58	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB U4Y77	1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB UZU12	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 5 yrs callable
FHLB VK507	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB VKD35	1176	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB VLU41	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB VQF29	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB W5X40	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB LW677	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB X5W49	1160	300,000.00	5.70%		AG	SA/ Mat 9/18/28 5 yrs Callable
FHLB XHF85	1156	500,000.00	6.05%		AG	SA/Mat 10/26/28 5 yrs callable
FHLMC 1EA72	1158	500,000.00	6.25%		AG	SA/Mat 10/24/28 5 yrs callable
FHLMC 2D51	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZT4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT774	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX76	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC GYW406	1166	500,000.00	5.85%		AG	SA/Mat 7/19/28 5 yrs callabel
FLHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC YPB21	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC YQL93	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC YY485	1165	500,000.00	5.80%		AG	SA/Mat 7/26/27 4 yrs callable
FHLMC ZYE59	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 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	264,035.85	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	223,036.00	4.17%		CD	A/Mat 2/21/24 - 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
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley NA	1488	243,000.00	5.05%		CD	SA/ Mat 11/8/28 5 yrs
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	240,000.00	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	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
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	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	510,433.77	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		40,345,374.15		75.38%		
Cash per Treasurer's Ledger		53,523,417.82		100.00%		
Plus Pending Disbursements		4,962.80				
Total Due to All Funds		53,528,380.62				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ordinance No. 21; An Ordinance Repealing Ordinance

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Introduction, reading and instructions regarding publication of Gunnison County Ordinance No. 21: An Ordinance Repealing Ordinance No. 4 and Establishing the Regulation of Parking at the Gunnison-Crested Butte Regional Airport.

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 12/12/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/12/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/19/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

ORDINANCE NO. 21

AN ORDINANCE REPEALING ORDINANCE NO. 4 AND ESTABLISHING THE REGULATION OF VEHICLE PARKING AT THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

WHEREAS, on December 15, 1987, the Gunnison County Board of County Commissioners (Board) adopted Ordinance No. 4, concerning the regulation of vehicle parking at the Gunnison County Airport;

WHEREAS, parking at the airport has undergone significant changes since that time necessitating the updating of parking regulations;

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

Section 1. Repeal.

Ordinance No. 4, adopted December 15, 1987, is hereby repealed and replaced by this Ordinance.

Section 2. Title.

The title of this Ordinance shall be the "Gunnison-Created Butte Regional Airport Parking Ordinance".

Section 3. Applicability.

This Ordinance shall apply to the parking of vehicles on that public property designated by the Board of County Commissioners as the Gunnison-Created Butte Regional Airport ("the airport") which shall include the runways, taxiways, aprons, terminals and terminal parking lots associated with such airport.

Section 4. Official Parking Control Maps and Signs.

A. The Board shall cause to be prepared a map which shall include designations of the parking areas authorized herein. Such map shall be of sufficient scale to determine the location of the designated areas and may be amended from time to time by the airport director. Restricted areas shall be signposted in an appropriate manner, except as provided in Sections 6 and 8 of this Ordinance.

B. Where required by this Ordinance, the airport director shall place or cause to be placed, at appropriate locations, signs which identify those parking restrictions

imposed by this Ordinance, the parking control maps provided for in Section 4 of this Ordinance, and any resolutions adopted pursuant hereto.

Section 5. Parking Restrictions Authorized.

Establishment and designation of the following types of restricted parking areas are hereby authorized within the Gunnison-Created Butte Regional Airport but not within the security area and Aircraft Operating Area (AOA).

A. Passenger Drop-Off/Pick-Up - The areas directly in front of the terminal building designated expressly for the purpose of Passenger Drop-Off and/or Pick-Up the duration of which shall be no longer than fifteen (15) minutes. It is prohibited to leave vehicles unattended in these areas.

B. Short Term Paid Public Parking - The areas within which the parking of a vehicle to be parked is longer than fifteen (15) minutes and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. The Board may provide free parking for the first 30 minutes within these areas. Parking Fees within these areas shall be assessed and paid at the time of Exit on presentation at the pay station of the parking ticket that is produced on entry to the parking lot.

C. Long Term Paid Public Parking - Areas designated for paid public parking intended for the parking of vehicles for longer than 45 days duration shall be considered "Long Term" public parking and is subject to parking fees as stated in Section 9 Public Parking Fee Charged herein. Parking within these areas shall be authorized only after prior arrangements have been made with Airport Administration, the fee assessed and pre-paid.

D. Handicap Parking - Such spaces within Paid Public Parking areas shall be utilized only for parking of motor vehicles displaying a placard or license plate issued to a handicapped person by the Colorado Department of Revenue or other official agency.

E. Cargo Delivery Loading and Unloading - The Board may set specific time limits as needed for parking in these areas and may restrict parts of such areas for use by designated ground transport commercial carriers only.

F. Bus Parking or Ground Transport Parking - These areas may be used by buses, vans, limousines or other commercial carriers. Specific areas may be limited to use by specific approved carriers or users or at the discretion of the Airport Director.

G. Law Enforcement Vehicles - Any areas can be utilized as required.

H. Employee Parking - Such areas shall be restricted to vehicles displaying a permit or other identification issued to tenants of, or employees of tenants of the

Gunnison-Created Butte Regional Airport terminal or employees of Gunnison County. Such spaces may be assigned to individual employers for the use of their employees.

I. Rental Car Parking - Specific spaces within these areas may be designated for use only by rental car companies or corporations having a current airport operating license and legally permitted to do business at the airport.

The overnight parking of any type/form of Recreational Vehicles (RV's) and/or trailers, on any airport areas, at any time is PROHIBITED and such vehicle will be immediately towed/removed from airport property at owners/operator's expense.

Section 6. Vehicle Restrictions Within Security Area.

A. Security Area and Aircraft Operating Area (AOA) Defined. These areas of the airport shall be that area enclosed within the airport perimeter fence and shall include all aircraft parking ramps or aprons, taxiways, runways, stop ways, displaced thresholds, safety areas, hangars and hangar ramps.

B. Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be parked or left unattended within these areas of the airport.

C. Except for authorized vehicles bearing a security clearance sticker issued by the airport director, no vehicle shall be driven into these areas of the airport except for the purpose of loading or unloading passengers or the delivery/receipt of freight from aircraft parked on an aircraft parking apron or ramp or in support of approved airport and aircraft operations.

Section 7. Signs Required; Presumption of Legality.

A. Except as provided in Sections 6 and 8, no provision of this Ordinance shall be enforced against an alleged violator if at the time and place of the alleged violation an official sign or marking is not in a proper or appropriate position and is sufficiently and reasonably legible to be seen by an ordinarily observant person.

B. Whenever official parking control or restriction signs are placed in position approximately and reasonably conforming to the requirements of this Ordinance, such devices shall be presumed to have been placed by the official act of the proper governmental authority.

Section 8. No Sign Required; Parking Restrictions.

No person shall stop, stand or park a vehicle except, when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or traffic control device, in any of the following places:

A. On a sidewalk, crosswalk or other designated pedestrian way;

B. Within 10 feet of a fire hydrant;

C. On a street or other area intended for vehicular movement and not marked or signed for parking purposes;

D. Within 15 feet of a driveway serving an emergency entrance to the security or AOA area;

E. At any place where official signs prohibit stopping, standing or parking; or

F. Within any of the landscaped areas surrounding the public paid parking lot and terminal buildings.

Section 9. Establishment of Parking Fees.

The following parking fee rates are hereby authorized and established:

A. Short Term Paid Public Parking - A parking fee of $10.00 (ten dollars) per vehicle per day for each vehicle parked in designated short-term public parking areas.

B. Long Term Paid Public Parking - A parking fee of $100.00 (One hundred dollars) per vehicle per 30-day period for each vehicle parked in designated long-term public parking areas at the Gunnison-Created Butte Regional Airport is hereby authorized and established. Except as otherwise provided in this Ordinance, or any resolution adopted pursuant hereto, no person shall park a vehicle in this designated long-term public parking area without first paying the parking fee assessed according to this Ordinance or any resolution adopted pursuant hereto.

The County Manager may assess and is authorized to adjust parking fees as required.

Section 10. Unlawful Acts; Penalties.

It shall be unlawful for any person to stop, park or leave unattended any vehicle within the boundaries of the Airport in a manner that violates the provisions of this Ordinance. Any person who is convicted of a violation of this Ordinance shall be liable according to the following schedule of fines:

A. For violation of sections 4 or 7: each violation $50.00 (Fifty Dollars);

B. For violation of any part of section 5: each violation $50.00 (Fifty Dollars).

C. Each day's violation shall constitute a separate offense.

Section 11. Disposition of Fines and Fees.

A. Parking fees shall be paid in accordance with posted instructions. All fees and fines collected under this Ordinance shall be paid into the Airport Operations Fund of the Airport.

B. All fines for the violation of this Ordinance collected by the County Court shall be paid to the County Treasurer no later than the 10th day of the month following the month in which such amount were paid to the Court. Such funds shall be identified as Airport Parking Ordinance fines.

Section 12. Notice of Illegally Parked Vehicle.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Ordinance, airport employees or agents finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously affix to such vehicle a penalty assessment notice, on a form authorized by the Board of County Commissioners, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

Section 13. Response to Notice.

The driver or owner of an unattended motor vehicle charged with an apparent violation of this Ordinance shall respond within the time specified in the penalty assessment notice affixed to such vehicle by:

A. appearance at the clerk of the County Court in and for the County of Gunnison and payment to the clerk of the required fine plus court costs, or;

B. mailing payment of the required fine by means of the United States mail or;

C. appearance at the County Court for the purpose of entering a plea of guilty or not guilty before the judge of the Court. Upon trial, if the alleged offender is found guilty, the fine imposed shall be that fine specified in the notice.

If such person does not respond in the manner required by this Ordinance, and fails to appear in person or by counsel at the place and time specified in the notice and a verified complaint has been filed, a bench warrant may be issued for their arrest.

Section 14. Presumption in Reference Illegal Parking.

In any prosecution charging a violation of any provision of this Ordinance governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner

of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicles at the point where and for the time during which such violation occurred.

Section 15. Person Charged Elect to Appear before Court.

A. Any person charged with an offense or violation under this Ordinance shall have the option of paying such fine within the time and at the place specified in said notice upon entering a plea of guilty and waiving appearance in Court; or may have the option of entering a plea of not guilty, and upon such plea shall be entitled to a trial as authorized by law.

B. Acceptance and payment of the prescribed fine as provided in section IS(a) shall constitute an acknowledgement of guilt by such person of his or her violation of the offense stated in said notice and shall be deemed a complete satisfaction for the violation.

Section 16. Impoundment of Vehicles.

Any vehicle left on the Airport for a period in excess of 24 hours without payment of the required fee may be considered abandoned and may be removed and impounded in the manner prescribed in Section 42-4-2103, Colorado Revised Statutes.

Section 17. Certification.

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS _____ DAY OF _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Attest:

_____
Deputy County Clerk

CLERK'S CERTIFICATION

I, Kathy Simillion, Clerk and Recorder of Gunnison County, Colorado, do hereby attest and certify that the Ordinance set forth above was introduced, read and ordered published at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____, 2024. The Ordinance was then published in the *Gunnison County Times* on _____, 2024. It was thereafter passed at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____ and published in the *Gunnison Country Times* on _____.

_____

Kathy Simillion
Clerk and Recorder of Gunnison County

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 19, 2023
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

9:15 am

- Call to Order
- Agenda Review
- Hinsdale County Funding Request Letter; Rocky Mountain Health Plans; Regional Accountable Entity (RAE) Health Neighborhood Investment Overview; $20,000
- 2024 Colorado Department of Human Services Merit System Certification
- Program Updates:
  - Child Welfare Services
- Next Meeting: February 20, 2024

9:30 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 no later than 6:00 pm on the Friday prior to the meeting.

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison & Hinsdale Counties Funding Request Lette

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Health Plans RAE Region 1

Term Begins: 01/10/2024 **Term Ends:** **Grant Contract #:** N/A

Summary:

Request to apply for funding from Rocky Mountain Health Plans RAE Region 1 for Human Services funding support. Rocky Mountain Health Plans has a specific funding opportunity for County Human Service agencies only. This funding is to support staff challenges with the end of the Public

Fiscal Impact: $40,000 additional 2024 funding

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2023

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

Agenda Date: 12/19/2023

Revised April 2015

Regional Accountable Entity (RAE)
Health Neighborhood Investment Overview

To Our Community Partners,

Through the Regional Accountable Entity (RAE), Rocky Mountain Health Plans (RMHP) is investing in the Health Neighborhood to improve the health and well-being of Medicaid Members. This one-time discretionary funding is intended to help Members improve their health and life outcomes and/or promote the health of local communities and populations.

Organizations interested in applying for funding should review and complete the attached application and submit to Anna Messinger (Anna.Messinger@uhc.com).

RMHP is grateful for the opportunity to work with community organizations in our effort to serve Colorado's Medicaid Members.

Sincerely,

RMHP Leadership

Health Neighborhood Funding Request Letter Template

Instructions: replace orange text with organization specific information and submit on organizational letter head to Anna Messinger (Anna.Messinger@uhc.com).

[Insert Date]

To Rocky Mountain Health Plans (RMHP),

As the Department of Human Services in Hinsdale county, we work with Medicaid members to assist with benefit eligibility and enrollment, particularly for redetermination after the Public Health Emergency (PHE). The county has experienced staffing challenges as a result of the PHE ending and is requesting $20,000 in financial assistance to support staff recruitment and retention efforts, bonuses and incentives, and activities to promote staff well-being.

By requesting funds our organization attests that:

- Requested funds will be used to expand and/or enhance staffing and/or program specific to enrollment and eligibility for Medicaid Members.
- Funds received may not be used to draw down additional federal funding (as funds provided by RMHP from the RAE includes federal funding).
- Funding from the RAE will NOT be used as a Member incentive for participating in specific services and activities. Our organization will NOT make goods or services conditional on participation in other recipient programs (medical or non-medical services).
- Our organization will comply with all local, state, and federal rules and regulations as well as industry best practices.

Sincerely,

[insert organizational signature line]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison-Hinsdale Board of Human Services; 2024 Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Health and Human Services

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

Summary:

Gunnison & Hinsdale Counties certifies that it is in compliance with the principles and criteria (see attachment page 2 A.-F.) for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 11/9/23

Reveiwed by: Discharge Date: 12/1/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/1/2023

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

Agenda Date: 12/19/2023

Revised April 2015

COLORADO
Department of Human Services

To: County Human/Social Services Directors
From: Colorado Department of Human Services
Date: October 26, 2023
Re: 2024 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1.

As a result of the 2022 audit of the County Merit System and subsequent county/state workgroup, the frequency of attestation will be changing from annually to every other year. This change is still working its way through the State Board and the rulemaking process and will go into effect for 2025.

Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf joshua.runningwolf@state.co.us.

Thank you for your assistance!

Enclosure

cc: Minna Castillo, Interim Deputy Executive Director of Community Partnerships
Sarah Dawson, CDHS Director of Operations, Community Partnerships
Laura Strother, CDHS Director of County Relations, Community Partnerships

CDHS Certification of Compliance - Year 2024
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.

B. The system shall provide equitable and adequate compensation.

C. The employees shall be trained as needed to assure high quality of performance.

D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.

E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.

F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Gunnison & Hinsdale Counties certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

By:

_____	_____
Signature	Date
Jonathan Houck	Chair, Hinsdale and Gunnison Counties Board of Human Services

DEPARTMENT OF HUMAN SERVICES

County Personnel and Merit System (Volume 2)

RULE MANUAL VOLUME 2, COUNTY PERSONNEL RULES

9 CCR 2502-1

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

STATEMENT OF BASIS AND PURPOSE, FISCAL IMPACT AND SPECIFIC STATUTORY AUTHORITY OF REVISIONS MADE TO VOLUME 2

Revisions to sections 2.221; 2.241.1; 2.240.21 through 2.240.9 were finally adopted at the 12/6/85 State Board meeting with an effective date of 2/1/86 (Document 2). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.221; 2.221.1; 2.221.22; 2.421.5; 2.423.4; 2.425.2; were finally adopted and sections 2.600 through 2.610.2 were deleted at the 12/6/85 State Board meeting with an effective date of 2/1/86 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.113.13, 2.113.14; 2.113.32; 2.212 were finally adopted at the 7/11/86 State Board meeting with an effective date of 9/1/86 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Rewrite of Volume 2 Staff Manual was finally adopted at the 11/7/86 State Board meeting with an effective date of 1/1/87 (Document 16). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.040 through 2.980 were finally adopted following publication at the 5/1/87 State Board meeting, with an effective date of 7/1/87 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to section 2.272 were finally adopted following publication at the 6/5/87 State Board meeting with an effective date of 9/1/87 (Document 11). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.000 through 2.980 were finally adopted following publication at the 9/11/87 State Board meeting, with an effective date of 11/1/87 (Document 23). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule.

These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.272 and 2.424 through 2.428 were finally adopted following publication at the 11/6/87 State Board meeting, with an effective date of 1/1/88 (Documents 2 and 5). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.000 – 2.031, 2.800 – 8.822 and 2.980 were finally adopted following publication at the 5/6/88 State Board meeting, with an effective date of 7/1/88 (CSPR# 87-12-29-1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.221 – 2.242, 2.531 – 2.532, 2.642 – 2.660, 2.800 – 8.811, 2.850 – 2.880, 2.930 and "Definitions" were finally adopted following publication at the 11/4/88 State Board meeting, with an effective date of 1/1/89 (CSPR# 88-8-26-1, 88-8-26-2. and 88-8-29-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions and additions to sections 2.000 – 2.031, 2.035, 2.424 – 2.426 and 2.531 – 2.532 were finally adopted following publication at the 2/3/89 State Board meeting, with an effective date of 4/1/89 (CSPR# 88-11-2-1 and 88-11-21-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.532 were adopted emergency at the 6/2/89 State Board meeting, with an effective date of 6/2/89 (CSPR# 89-4-26-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.532 were final adoption of emergency at the 7/7/89 State Board meeting, with an effective date of 6/2/89 (CSPR# 89-4-26-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.000 – 2.031 were final adoption following publication at the 10/6/89 State Board meeting, with an effective date of 12/1/89 (CSPR# 89-2-22-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.035, 2.246–2.261, 2.272, 2.531–2.532 and 2.812 were final adoption following publication at the 11/3/89 State Board meeting, with an effective date of 1/1/90 (CSPR#'s 89-7-31-1 and 89-8-17-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 2/2/90 State Board meeting, with an effective date of 4/1/90 (CSPR# 89-12-13-2). Statement of Basis and Purpose and specific

statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.900 – 2.910 and 2.920 – 2.930 were final adoption following publication at the 10/5/90 State Board meeting, with an effective date of 12/1/90 (CSPR# 90-2-1-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.200 – 2.264, 2.272, and Definitions were final adoption following publication at the 11/2/90 State Board meeting, with an effective date of 2/1/91 (CSPR# 90-8-7-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.000 – 2.031, 2.032, 2.222 – 2.240 and 2.270 – 2.272 were final adoption following publication at the 11/1/91 State Board meeting, with an effective date of 1/1/92 (CSPR#'s 91-8-20-2 and 91-8-20-3). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 and 2.429 through 2.453 were adopted emergency at the 12/6/91 State Board meeting, with an effective date of 1/1/92 (CSPR# 91-11-18-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 and 2.429 through 2.453 were final adoption of emergency at the 1/10/92 State Board meeting, with an effective date of 1/1/92 (CSPR# 91-11-18-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 – 2.423 and 2.700 – 2.741 were final adoption following publication at the 1/10/92 State Board meeting, with an effective date of 3/1/92 (CSPR# 91-9-24-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.272 were final adoption following publication at the 5/1/92 State Board meeting, with an effective date of 7/1/92 (CSPR# 92-2-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.300 – 2.321, 2.524 – 2.532, 2.653 – 2.741, and 2.822 – 2.840 were final adoption following publication at the 10/2/92 State Board meeting, with an effective date of 12/1/92 (CSPR# 92-7-27-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 11/6/92 State Board meeting, with an effective date of 1/1/93 (CSPR# 92-7-27-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are

available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.100 – 2.112, 2.300 – 2.335, 2.354 – 2.423, and 2.524 – 2.730 were final adoption following publication at the 11/5/93 State Board meeting, with an effective date of 1/1/94 (CSPR# 93-8-9-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.200 – 2.221, 2.251 – 2.264, 2.800 – 2.890, and "Definitions" were final adoption following publication at the 12/3/93 State Board meeting, with an effective date of 2/1/94 (CSPR# 93-8-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.100 – 2.110, 2.246, 2.341 – 2.354, 2.427 – 2.453, 2.600 – 2.642, 2.700 – 2.750, 2.822 – 2.830, and "Definitions" were final adoption following publication at the 3/4/94 State Board meeting, with an effective date of 5/1/94 (CSPR# 93-12-21-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 8/5/94 State Board meeting, with an effective date of 11/1/94 (CSPR# 94-5-13-3). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.270 through 2.272 were final adoption following publication at the 11/4/94 State Board meeting, with an effective date of 1/1/95 (CSPR# 94-8-25-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.040 – 2.264, 2.354 – 2.453, 2.532, 2.632 – 2.660, 2.742, 2.921 – 2.930, and "Definitions" were final adoption following publication at the 8/4/95 State Board meeting, with an effective date of 10/1/95 (CSPR# 95-4-21-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 and 2.920 were final adoption following publication at the 11/3/95 State Board meeting, with an effective date of 1/1/96 (CSPR#'s 95-7-28-1 and 95-8-22-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.270 through 2.272 were final adoption following publication at the 11/8/96 State Board meeting, with an effective date of 1/1/97 (CSPR# 96-8-15-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.246, 2.272, 2.600 through 2.636, and 2.900 through 2.980 were final adoption following publication at the 3/7/97 State Board meeting, with an effective date of 5/1/97 (CSPR# 96-12-27-1). Statement of Basis and Purpose and specific statutory authority for these revisions were

incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.000 through 2.030 were final adoption following publication at the 8/1/97 State Board meeting, with an effective date of 10/1/97 (CSPR# 97-6-13-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.200 and 2.272 were final adoption following publication at the 11/7/97 State Board meeting, with an effective date of 1/1/98 (CSPR# 97-7-24-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to section 2.200 Table of Contents and sections 2.230 – 2.232 were final adoption following publication at the 10/2/98 State Board meeting, with an effective date of 12/1/98 (CSPR# 98-8-4-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 through 2.280, 2.341 through 2.351, 2.520 through 2.531, and 2.620 through 2.640 were final adoption following publication at the 11/6/98 State Board meeting, with an effective date of 1/1/99 (CSPR#s 98-8-21-1 and 98-8-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 through 2.280 were final adoption following publication at the 11/5/99 State Board meeting, with an effective date of 1/1/2000 (CSPR# 99-7-30-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Entirely rewritten manual was final adoption following publication at the 05/04/2001 State Board meeting, with an effective date of 7/1/2001 (CSPR# 00-10-23-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Colorado Department of Human Services, Office of Performance Improvement. Boards and Commissions Division.

2.000 COUNTY PERSONNEL

2.100 COUNTY RESPONSIBILITIES

Effective January 1, 2001, statutory authority for State administered county merit systems was repealed.

Each county shall provide for a merit system for the selection, retention, and promotion of employees of the county department of human/social services. The county's merit system for personnel administration shall meet the criteria set forth in these rules and comply with any other Federal standards established or specified as a condition of receipt of Federal funds as set forth in Title 5 of the Code of Federal Regulations, Section 900.601, et seq.

A county may combine with another county or group of counties to form a district to provide a merit system for its employees.

2.200 MINIMUM CRITERIA FOR THE COUNTY MERIT SYSTEM

The county merit system shall provide for the following:

A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.

B. The system shall provide equitable and adequate compensation.

C. The employees shall be trained as needed to assure high quality of performance.

D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.

E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.

F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

2.210 Annual Certification of Merit System

Each county shall annually submit to the Colorado Department of Human Services a certification that the above criteria are being maintained by the county department of human/social services. This certification must be received as prescribed by the State Department on or before January 1 of each year.

2.300 MINIMUM QUALIFICATIONS FOR COUNTY MERIT SYSTEM POSITIONS

Minimum qualifications for certain positions are established as determined by the State Board of Human Services to necessitate uniform standards.

2.310 Definition

"Education Requirements" means that in order to meet the minimum educational requirements of a Human Behavioral Science Degree, the candidate or employee must have a degree with major course work (i.e., equivalent to 30 semester hours or 45 quarter hours) in either development of human behavior, child development, family intervention techniques, diagnostic measures or therapeutic techniques such as social work, psychology, sociology, guidance and counseling, and child development.

2.320 Minimum Qualifications for Professional Services in Child Welfare or Adult Protective Services

The county merit system shall adhere to the following minimum qualifications or standards in the hiring, retention, and promotion of employees who supervise or provide professional services in child welfare or adult protective services.

A. Professional Entry (Training) Level Position

A Bachelor's Degree with a major in a human behavioral sciences field.

B. Professional Journey Level Position

Evidence that the position has obtained the skills, knowledge, and abilities necessary to perform duties at the full independent working level, as demonstrated by either experience or education, as follows:

1. A Bachelor's Degree with a major in a human behavioral science field and one (1) year of professional caseworker experience acquired after the degree in a public or private social services agency; or,

2. A Master's Degree in social work or human behavioral science field.

C. Life Skills Staff Position

A High School Diploma or a General Equivalency Diploma (GED) and at least six (6) months full-time public contact in human services or a related field. Successful completion of a certificate program and/or college course equivalent to public contact in human services or a related field may substitute for the public contact experience.

D. Casework Supervisor Position

A Bachelor's Degree with a major in a human behavioral sciences field and three (3) years professional casework experience at the Journey Level obtained after the degree.

2.330 Waiver Process

If proven recruitment difficulties exist, county departments may request a waiver of these requirements by submitting a written request to the State Department that includes the following:

A. Documentation of the county's recruitment efforts;

B. The specific services to be provided by the position, such as core services or case management, and alternative qualifications being proposed;

C. The specific position and position number, title, and name of incumbent, if position is filled;

D. Justification why the candidate would be acceptable as a training level caseworker, and,

E. A plan detailing how and when the candidate or employee will meet the minimum standards or qualifications set forth in these rules.

2.400 MAXIMUM SALARY REIMBURSEMENT LEVEL FOR COUNTIES

The maximum salary reimbursement level shall not exceed the amount authorized for salaries by the county's merit system.

Editor's Notes

History

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health: West Central Public Health Partn

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Board of Health Gunnison County, San Miguel County, Ouray County, Montrose County, and Delta County

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

Summary:

This is being submitted as an updated Agreement with edits- Original document submitted to L.F. on 11/09/2023-

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/4/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/4/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/8/2023

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

Agenda Date: 12/19/2023

Revised April 2015

West Central Public Health Partnership Intergovernmental Agreement

This Intergovernmental Agreement, hereinafter referred to as the "Agreement" or "IGA" is made and entered into by and among the Board of Health of Gunnison County, San Miguel County, Ouray County, Montrose County, and Delta County along with Silver Thread Public Health District, , and are collectively referred to as the "Parties".

WHEREAS, each of the Parties is authorized by C.R.S. 29-1-201 *et. seq*. to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the annual county contributions as agreed upon by the public health directors and WCPHP's annual budget.

WHEREAS, the Parties have agreed to participate in the West Central Public Health Partnership in order to protect the people and environment within each of the respective counties and to promote health and prevent disease, which will result in optimal health for all the citizens of our respective Counties; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the Parties agree to cooperate between themselves for policy direction, program development, coordination of resources, and the development of a comprehensive Public Health Improvement Plan in order to serve the public health and environmental infrastructure in our respective counties; and

WHEREAS, the Parties have agreed that it is in the public interest of the citizens of the respective counties to cooperate in this effort to aid in building and strengthening public health and environmental infrastructure within our respective jurisdictions.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

I. PURPOSE

The purpose of this agreement is to establish official recognition of the collaborative body, consisting of public health staff from the counties of Gunnison, Hinsdale, Ouray, San Miguel, Montrose, and Delta, which collectively is known as West Central Public Health Partnership. By this agreement, the mission of the West Central Public Health Partnership, as set by the policymakers of each county, is to set the stage for future collaboration and to support a sustainable partnership.

II. MUTUAL AUTHORITY AND RESPONSIBILITIES

A. The Parties agree to strengthen the regional partnership by:

i. Being staffed appropriately,

ii. Maintaining the Operating agreement and

B. The Parties agree to strengthen the Partnership's ability to assess Public Health needs by:

i. Updating the regional public health assessment as needed,

ii. Working to achieve congruency between the regional health assessment and the current Colorado Public Health Act, Assessment, and Planning System, and

iii. Assessing capacity on a periodic basis,

iv. Implementing, evaluating, and reporting progress in the regional Public Health Improvement Plan.

C. The Parties agree to work collaboratively to improve the core public health services in the region on a regular basis by developing regional contracts, IGAs, and funding streams for Public and Environmental Health services consistent with the Public Health Act.

III. MISCELLANEOUS PROVISIONS

A. Non-Assignability – It is anticipated that all of the parties to this Agreement are integral to its success, therefore, no part of this Agreement may be assigned to another party without written consent of the other Parties.

B. Severability – If any part of this Agreement should be held to be invalid, the remaining portions of the Agreement shall remain in full force and effect.

C. Notices – all notices relating to continuation, termination, or changes to this Agreement shall be mailed or hand delivered to the following:

Public Health Directors of the various parties.

D. Term – The Term of this agreement shall be from July 1, 2023 to July 30, 2026. The Agreement will be renewed for additional three-year terms unless terminated in writing as set forth below.

E. Termination – This Agreement may be terminated by any party by giving 60 days' prior written notice to the other parties. Termination may occur at any time.

F. Counterpart – This Agreement may be signed in counterpart. A Facsimile Signature shall have the same effect as an original.

Gunnison County Board of Health

Authorized Signature Date

Delta County Board of Health

Authorized Signature Date

Silver Thread Board of Health

Authorized Signature Date

Ouray County Board of Health

Authorized Signature Date

San Miguel County Board of Health

Authorized Signature Date

Montrose County Board of Health

Authorized Signature Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health; Vital Records Update

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The attachments were provided by ACM Joni Reynolds

Fiscal Impact:

Submitted by: Katherine Haase for Joni Reynolds **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: 12/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/19/2023

Revised April 2015

Gunnison County Vital Records

- Importance of Vital Records: Vital records serve as a cornerstone for legal, administrative, and historical purposes, ensuring accuracy in identity verification, family lineage tracking, and public health monitoring.

- Gunnison County Vital Records: These records encompass a wide range of significant milestones, including births, marriages, divorces, and deaths. The careful maintenance of such data is essential for various reasons, such as legal documentation, genealogical research, and public health. The birth records provide a comprehensive overview of the population's demographic composition. Death records offer a comprehensive account of the mortality trends within Gunnison County. Vital records can only be released to those who are eligible.

- Security Compliance: Changes were implemented in 2022 to stay in compliance with the State office operations policy.
  - Badge in access
  - Locked File Cabinet
  - COVIS Log in and Printer
  - Only deputized employees are to have access to vital records systems and materials
  - New storage of applications and completed requests at the front desk

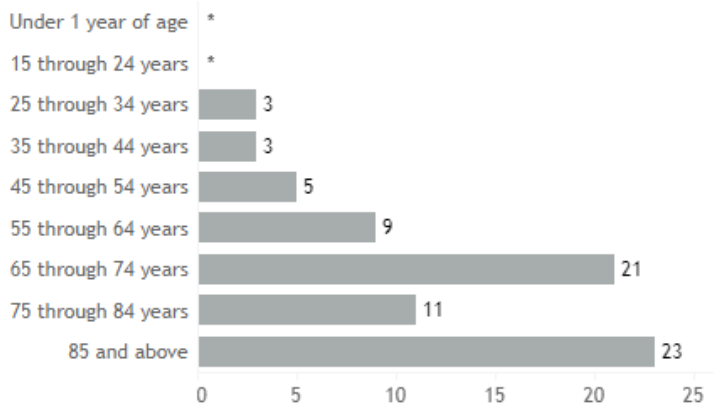
- Achievements: Perfect performance award scoring 100% for application audit 2022. Our office required no action items for our 2022 site visit audit.

Gunnison County Data 2022

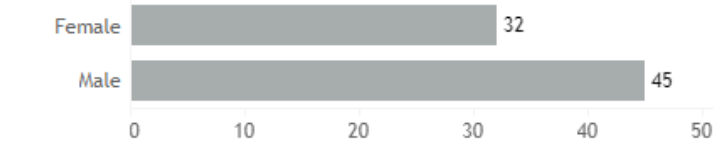
Total Number of All causes Deaths:

77

Age Groups

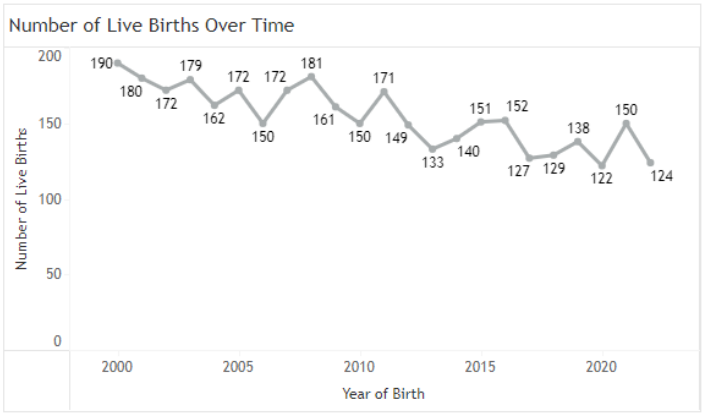


Sex

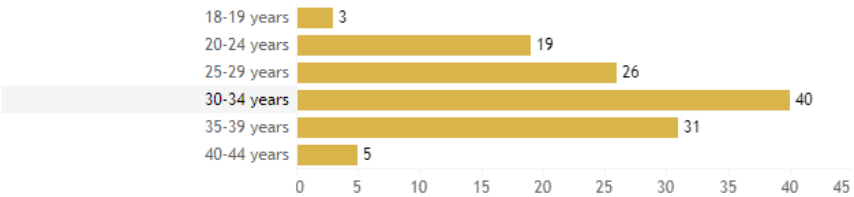


Total Number of Live Births:

124



Maternal age (years) at delivery

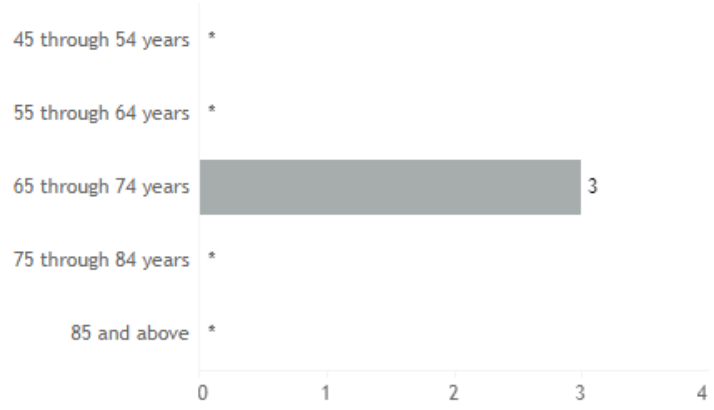


Hinsdale County Data 2022

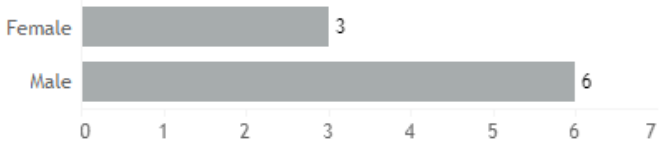
Total Number of All causes Deaths:

9

Age Groups



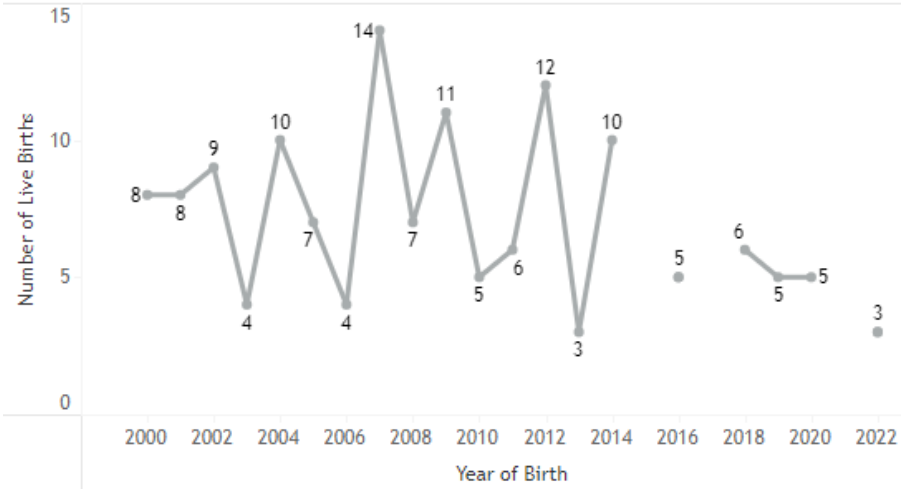
Sex



Total Number of Live Births:

3

Number of Live Births Over Time



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 - 2029 Public Health Improvement Plan

Action Requested: Other Board of Health Chair's signature

Parties to the Agreement:

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

Summary:

WCPHP will present the Public Health Improvement Plan for 2024-2029 with a request for approval.

Fiscal Impact:

Submitted by: Erika Stoerkel **Submitter's Email Address:** estoerkel@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/8/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/8/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/8/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 12/19/2023

Revised April 2015

COLORADO
Office of Public Health Practice, Planning, & Local Partnerships
Department of Public Health & Environment

Colorado Department of Public Health and Environment
Attn: Office of Public Health Practice, Planning, and Local Partnerships
4300 Cherry Creek Drive South, Denver, CO 80246

To whom it may concern,

The local board of health for _____ is writing to confirm
(Local Public Health Agency)

the submission and approval of the local public health agency's or the regional public health partnership's Community Health Assessment and Public Health Improvement Plan.

Sincerely,

_____
LBOH Representative Name

_____
LBOH Representative Signature

_____
Date

wcphp

WEST CENTRAL PUBLIC HEALTH PARTNERSHIP

PUBLIC HEALTH IMPROVEMENT PLAN

Gunnison County

Margaret Wacker, MPH, WCPHP Coordinator
Erika Stoerkel, MPH, WCPHP Grants Coordinator

Joni Reynolds, RN/CNS, MSN
Gunnison County Public Health Director

December 19, 2023

GUNNISON COUNTY

West Central Public Health Partnership

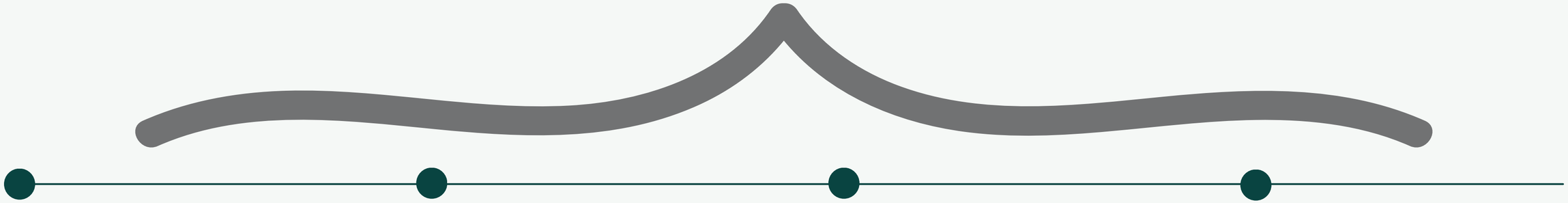
(WCPHP)

West Central Colorado | Region 10

Delta, Hinsdale, Montrose, Ouray, Gunnison, and San Miguel county

Community Health Assessment & Public Health Improvement Timeline

Community Engagement



Fall 2022

Secondary Data Review

Winter 2023

Primary Data Review (Survey and key informants)

Spring 2023

Prioritization Process (Informed by Capacity Assessment, Secondary, & Primary data)

Summer-Fall/Winter 2023

Planning Process (Informed by data & community engagement)

2024-2029 WCPHP

Public Health Improvement Plan Priorities

- Behavioral and Mental Health
- Capacity Building for West Central Public Health Partnership

Behavioral & Mental Health

Goal: Promote holistic individual and community wellbeing by building confidence and trust in the public health system to improve behavioral health outcomes.

Strategy #1

- **Train all local public health staff within the West Central region on behavioral and mental health conditions and available resources in order to be able to advocate and educate the public and to improve readiness to refer and speak confidentially to a community member in need.**
  - **WCPHP will work to coordinate, liaison, and schedule behavioral and mental health training(s) (Question, Persuade, and Refer (QPR), Mental Health First Aid (MHFA), COMET**
  - **Standardize mental/behavioral health and available resources as part of the onboarding process for new Public Health employees.**

Strategy #2

- **External education: Educate the public about behavioral and mental health topics and advocate on behavioral and mental health topics with community partners.**
  - **Public health staff become trusted behavioral and mental health advocates and can help navigate the public to resources.**
  - **Increased number of referrals to behavioral and mental health resources.**
  - **Increased community awareness about mental and behavioral health disorders, struggles, treatments/solutions, and resources available.**

Capacity Building for WCPHP

Goal: Improve WCPHP's capacity to operate as a collective, thereby contributing to a sustainable public health system that ensures community and environmental wellness.

Strategy #1

- **Attain and streamline flexible, fluid funding in order to cross-support projects and initiatives and proactively address emerging needs**
  - **Grant-writing**
  - **Improved sustainability of WCPHP infrastructure**
  - **WCPHP is recognized as a strong-standing entity**
  - **Improved support from the State of Colorado (including CDPHE)**

Strategy #2

- **Conduct a comprehensive behavioral health capacity landscape analysis to identify gaps in behavioral health services and how those services are provided.**
  - **Behavioral health capacity landscape analysis**
  - **Share resources and/or training**
  - **Improving public health's role in advocating for the community's behavioral health needs (treatment, education, stigma)**

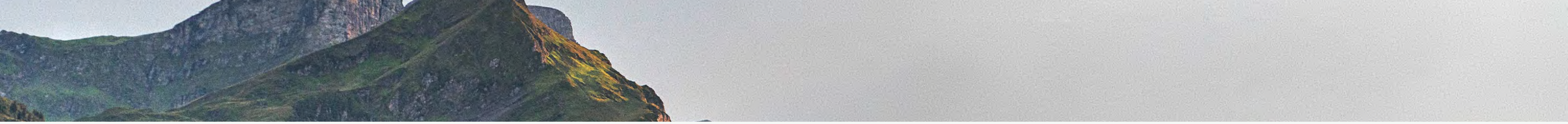
Strategy #3

Pilot an internal communications system to keep WCPHP partners up to date on latest happenings, trainings, successes, challenges.

- **Output/Reach: WCPHP partners and all Public Health staff in the 6 counties**
- **Improved WCPHP internal communication**
- **Decreased communication gaps & lulls**

Strategy #5

- **Realign the partnership's agreements and commitments.**
  - **Review and revising of the Operating Agreement and Intergovernmental Agreement**

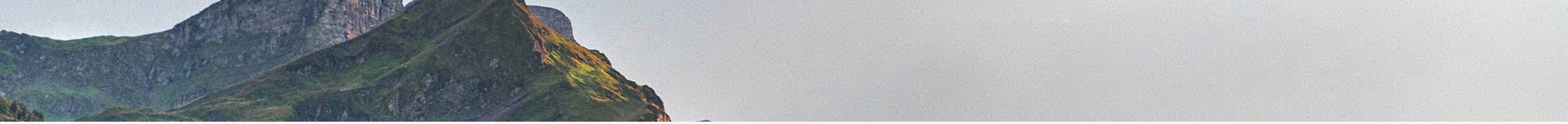


Next steps:

- December 2023:
  - Submit Public Health Improvement Plan & Evaluation Plan to CDPHE, BOH, and share with community and stakeholders
  - Continue to plan for 2024 and beyond.

- 2024:
  - Year 1 of Public Health Improvement Plan Implementation

- 2025 - 2029:
  - The objectives for 2025-2029 will be added to the plan annually, with the measures to track progress and outcomes.



Learn more about WCPHP

www.wcphp.org

Contact Information

Joni Reynolds:
jreynolds@gunnisoncounty.org

Margaret Wacker:
mwacker@gunnisoncounty.org

Erika Stoerkel:
estoerkel@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Interview - CRWCD, Kathleen Curry

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see the attached interview materials.

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: 12/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 12/19/2023

Revised April 2015

From: kathleencurry@montrose.net
To: Jonathan Houck; Elizabeth K. Smith; lbpuckett@gmail.com
Cc: Melanie Bollig
Subject: Curry Letter of Interest for CRWCD Position
Date: Thursday, November 30, 2023 11:22:40 AM
Attachments: 2024 Curry CRWCD Letter of Interest.docx

[EXTERNAL SENDER - USE CAUTION]

Dear Commissioners and Melanie,
Thank you for the opportunity to submit a letter of interest for the Colorado River Water Conservation District board of directors position. It has been an honor and a privilege to be a member of this board these last three years on behalf of Gunnison County. There is much work to do in the future and I would like to continue to serve. Unfortunately I will be on a flight to the Colorado River Water Users Association conference in Las Vegas on the day (December 12th) that I believe you will be conducting interviews and I apologize ahead of time for the scheduling conflict. Hopefully the attached letter will assist you in your thought process. Thank you for your consideration and for appointing me three years ago!
Best regards,
Kathleen

Kathleen Curry
53466 US Highway 50
Gunnison, CO 81230
970-209-5537

November 30, 2023 (via email attachment)

Board of Commissioners

Gunnison County

200 East Virginia Ave.

Gunnison, CO 81230

Re: Colorado River Water Conservation District Board of Directors Application

Dear Commissioners,

I am writing to express my interest in serving another term as the Gunnison County representative on the Colorado River Water Conservation District (River District) board of directors. As you know the River District was tasked in 1937 by the Colorado General Assembly with advocating for and protecting the water users of the Colorado River on the West Slope. I have been privileged to serve on behalf of Gunnison County and would like to continue that service.

Because I have worked in the water field in Colorado for the last 25 years I came to the position in 2021 with a good knowledge of Gunnison River operations. However, I quickly learned that I also needed to be well versed on Colorado mainstem issues in order to be an effective board member. There is pressure on the system from both the downstream states and the Front Range water users. In order to get a handle on the law of the river and its operations I have done my homework, attended conferences, reviewed documents, participated in tours and have come prepared to every board meeting. I toured the lower basin states in addition to visiting the complex plumbing system that moves approximately 500,000 acre feet of water annually from the Colorado River headwaters to the Front Range.

The River District not only works to protect the water users it also seeks to assist them by distributing grant funds, providing water education and outreach services, and by tracking the activities of the Colorado General Assembly and the federal government. The staff gets direction from the board at the quarterly meetings in addition to by-weekly legislative committee meetings and periodically meetings of the Executive Committee of which I am a member. The River District staff is outstanding and covers many bases.

I think that we (the board of county commissioners and myself) have developed a good communication strategy based on scheduling frequent updates to the commission and checking in when I have questions regarding how to best represent the county. In addition to these regular updates and conversations I have felt that throughout my tenure the door has always been open with the chair of the commission when I needed input on a particular vote or situation. I greatly appreciate the conversations we have had and would like to maintain that level of communication in the future if I am re-appointed to the board.

I would like to take this opportunity to address a concern that has been raised to me verbally regarding my service. My understanding is that there may be a concern that my professional work as a lobbyist on behalf of several west slope water suppliers could be perceived as a conflict of interest with River District or Gunnison County views. One bill has been brought to my attention and it concerned

streamlining the review process for stream restoration projects. (SB23-270). The bill was controversial and was ultimately amended with a commitment from the sponsors that they would do additional work over the interim to address the concerns that were raised by the water right owners. Many objectors to the bill felt that such projects should be required to go through water court just like other water users, but it was the view of the proponents that the water court process would be too expensive and rigorous and would discourage stream restoration projects. The main issue had to do with ensuring that stream restoration projects did not injure existing senior water right holders located downstream.

Two entities I represent took a position opposing the bill because it did not include language that would protect existing water users from potential injury. My clients advocated for a compromise amendment that would direct the State Engineer's office to provide a letter determination on large/significant projects regarding potential injury. This approach would have protected existing water users without requiring the full water court process. Their requests were not supported by the bill proponents. My clients adopted an "amend" position when the bill came up for a hearing. Ultimately the bill was scaled down and the issue was left for future discussion. I was not aware of a specific conflict when this bill was being debated given that the River District did not have a formal position as evidenced by the Secretary of State's disclosure site. I did not offer verbal testimony on the bill and was not aware that there was a County position that would have been contrary to the injury protection approach that my clients were pursuing. Said a different way – I was not aware that advocating for protection from injury was in conflict with either the River District's views or Gunnison County's views.

Please accept my apologies for this lengthy explanation. If there is additional information available or there are additional concerns that I could address I would be pleased to try and respond.

I would like to retain my seat on the board and believe that I have built a number of important relationships and gained a level of knowledge that will enhance my effectiveness on behalf of the county and will help the River District pursue its mission effectively. The work that the River District is engaged in is significant and will have ramifications for the water users in Gunnison County and across the West Slope. The Gunnison County Stockgrowers Association and the Gunnison County Cattlewomen have communicated to me that they support my application. Thank you for your consideration.

Respectfully,

Kathleen Curry

53466 US Highway 50

Gunnison, CO 81230

970-209-5537

kathleencurry@montrose.net

Kathleen Curry Statement of Qualifications

- Resident of Gunnison County since 1998.
- Currently finalizing three year term on the Colorado River Water Conservation District Board of Directors.
- M.S. from Colorado State University in Water Resources Planning and Management.
- Owner of irrigation water rights and owner of local cattle and hay operation on Tomichi Creek.
- Member of the Gunnison Basin Roundtable since 2015.
- Former manager of the Upper Gunnison River Water Conservancy District.
- Former member of the Upper Gunnison River Water Conservancy District Board of Directors.
- Former state legislator 2005-2010, served five years as Chair of the Agriculture and Natural Resources Committee in the Colorado House of Representatives.
- Currently work as a professional lobbyist on behalf of five West Slope water provider entities.
- Active member/participant with the Colorado Water Congress for more than 20 years.
- Worked as a consultant for Wright Water Engineers as a water rights specialist.
- Worked as a water rights specialist for the Colorado Water Conservation Board in the instream flow section.
- Participating with the Colorado Water Trust on an instream flow loan project.

November 27, 2023

Gunnison County Commissioners
200 East Virginia Ave.
Gunnison, CO 81230

Re: Colorado River Water Conservation District Board Appointment

Dear Members of the Board of Commissioners,

I am writing on behalf of the Gunnison Valley Cattlewomen to express our support for Kathleen Curry's application to continue her service on the Colorado River Water Conservation District Board of Directors. Kathleen has been a dedicated board member, representing Gunnison County at the District since 2021. Kathleen has the professional expertise and local knowledge needed to be a strong representative on behalf of Gunnison County's water resources.

Kathleen and her husband Greg Peterson operate a cattle and hay operation along Tomichi Creek east of Gunnison. Greg is a third-generation rancher who raises cattle on land that was originally homesteaded in the 1880's. Kathleen has first-hand knowledge of agricultural water use in Gunnison County.

Kathleen has worked in the water arena her entire career, starting out in the Gunnison Basin in 1997, when she was hired to manage the Upper Gunnison Water Conservancy District. She earned a master's degree in Water Resources Planning and Management from Colorado State University. Kathleen also holds an undergraduate degree in Agricultural and Resources Economics.

In addition to her work as manager of the Upper Gunnison District, Kathleen chaired the Gunnison Basin Roundtable for several years, which deepened her understanding of the issues facing the River District board, including Colorado River Compact shortages, development and maintenance of infrastructure, issues on the Colorado mainstem, activities of the General Assembly, and advocacy on behalf of the West Slope. We believe that Kathleen will be a strong advocate for the Gunnison Basin's water resources and our region's agricultural water users.

Kathleen also served in the Colorado General Assembly as the Representative of House District 61 for six years. She ran numerous water and ag related bills and worked closely with the River District throughout her service. Her familiarity with the legislature would also serve her well as our member of the Colorado River District board.

Gunnison County needs strong representation on the River District board. Kathleen will be an effective voice for the county at large and for agricultural water users in particular. We hope you will re-appoint Kathleen Curry for this critical position.

Sincerely,



President
Gunnison Valley Cattlewomen

Received
County Administration
12/5/2023

November , 2023

Gunnison County Board of Commissioners

200 East Virginia Avenue

Gunnison, CO 81230

Re: Colorado River Water Conservation District Board of Directors

Dear Commissioners,

I am writing on behalf of the Gunnison County Stockgrowers Association in support of Kathleen Curry's request to be re-appointed to the Colorado River Water Conservation District Board of Directors. Kathleen has served as Gunnison County's representative on the River District board for the past three years. As you know, the River District advocates for western slope water interests on behalf of fifteen west slope counties. The work the River District is engaged in is extremely important to the water users of Gunnison County because of ongoing hydrologic shortages on the Colorado River. If the Colorado River system continues to decline and operations at Lake Powell are impacted or a compact compliance situation arises the potential risk falls primarily on the backs of the agricultural water right holders. Kathleen's agricultural water use background is critical to the discussions that the River District board is having, and she provides a valuable perspective on behalf of the water users in Gunnison County. With a dwindling amount of agricultural representation on the River District Board, keeping agriculture in the forefront is a priority of the Gunnison County Stockgrowers' and hopefully Gunnison County.

In addition to being a strong voice for the agricultural community, Kathleen has been an advocate for other types of water use important to Gunnison County including recreation, watershed health, and municipal demand. She has participated fully in board discussions, has a nearly perfect attendance record, and comes prepared to address the critical issues facing the Colorado River Basin. Kathleen is familiar with the operations of both the lower and the upper Colorado River basins and is well connected in the water community.

In this critical time, it is important to have someone who is a "Water Person" representing our County. It takes time and dedication to really understand the river basin and have the knowledge Kathleen has, to truly make an impact.

We hope you will re-appoint her to the board of directors on behalf of Gunnison County.

Respectfully,

Andy Spann, President

Gunnison County Stockgrowers Association

Board of Directors

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; LUR Amendments and Resolution

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Public hearing on proposed amendments to the Gunnison County Land Use Resolution

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 11/15/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/15/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/17/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 45

Agenda Date: 12/19/2023

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Gunnison County Community & Economic Development Department
Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development

To: Board of County Commissioners

Date: October 16, 2023

Re: Proposed Amendments to the Gunnison County *Land Use Resolution*

County staff is proposing amendments to the Gunnison County *Land Use Resolution*. These amendments are proposed partially as a result of the court order in the Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017. Also included are amendments unrelated to that matter.

The Gunnison County *Land Use Resolution* (LUR) Section 1-113: *Amending of this Resolution* describes the process for amending the LUR. Section 1-113: B. 1.c. allows the Community Development Director to "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."

Staff recommends that given many of the amendments are related to the Tyzzer court case that the Board review and decide upon the proposed amendments rather than first being reviewed by the Planning Commission.

County staff, including the County Attorney's office, have reviewed the attached and proposed amendments to the LUR. Amendments include:

- Amendment to the Appeals section and the Board of Adjustment makeup and process.
- General cleanup of typos and errors in the document and clarification of some sections for overall consistency.
- Mobile and manufacture homes revisions to create more equitable regulatory standards.
- Inclusion of location and extent review as required by State statute.
- Elimination of requirement for an Administrative Review Land Use Change application for secondary residences.
- Updating of submission requirements to reflect digital conversion.

There are some important changes in these proposed amendments, however, this is not a wholesale change of the County's process or standards. As described in the Board's 2022 Strategic Plan we are currently developing a master plan for areas around the City of Gunnison which "will be a first step in a larger planning process for the Gunnison to Mt. Crested Butte corridor." We expect to complete the master plan with the City in early 2024 and plan to kickoff the corridor planning process in 2024. That process may lead to changes in the LUR but it is appropriate to complete the corridor planning process first and then initiate and complete any subsequent changes to the LUR.

The proposed amendments are attached for your review. Unfortunately, because they are throughout the document we were not able to condense the redlines to certain sections. The entire LUR and

associated amendment redlines are attached. We will first conduct a work session on the draft amendments and then at the Board's direction staff will schedule a public hearing to hear public testimony. Following the closure of the public hearing, the Board may adopt, adopt with modifications or deny the amendments.

Section 1-113: C. Review Standards describes the standards the Board shall consider for determining whether to adopt amendments:

> ***"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."*

Please feel free to contact me with any questions. We will plan to review each amendment with you at the upcoming work session. Thank you.

NOTICE OF A BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING CONCERNING PROPOSED AMENDMENTS TO THE GUNNISON COUNTY *LAND USE RESOLUTION*

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners will conduct a public hearing, **on Tuesday, December 19, 2023 at 11:15 a.m.** in the Commissioners meeting room, Gunnison County Courthouse, 200 E Virginia, Gunnison, CO, to hear public comment concerning proposed amendments to the Gunnison County *Land Use Resolution*.

PROPOSAL: The Community Development Director has recommended amendments to the Gunnison County *Land Use Resolution*.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email: planning@gunnisoncounty.org or letter (Community Development, 221 N. Wisconsin, Suite D, Gunnison, CO 81230), so long as they are received by 5 p.m. the afternoon before the date of the meeting so that they may be submitted for the public record during the hearing. A copy of the application is available online at: *https://www.gunnisoncounty.org/436/Permit-Database*. Select "projects" and type in LUC-23-00045 to view the file. Additional information may be obtained by calling (970) 641-0360.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Community Development Department prior to the day of the hearing.

/s/ Cathie Pagano
Assistant County Manager of Community & Economic Development

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2023-___
A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*

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

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

WHEREAS, October 24, 2023 the Community Development Director, forwarded her written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on December 5, 2023; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

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

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

INTRODUCED by Commissioner_____, seconded by Commissioner_____ and adopted on this 19th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: **Jonathan Houck, Chairperson**

By: **Laura Puckett Daniels, Commissioner**

By: **Elizabeth Smith, Commissioner**

Attest: _____
Deputy County Clerk

Gunnison County, Colorado

Land Use Resolution



DISCLAIMER
REGARDING THE ELECTRONIC VERSION OF
THE GUNNISON COUNTY, COLORADO
LAND USE RESOLUTION

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Amendments

The *Gunnison County Land Use Resolution* was adopted by the Board of County Commissioners of Gunnison County, Colorado January 8, 2001 (the "effective date of this *Resolution*") and has been amended as follows:

Amendments approved May 15, 2001	*Resolution No. 18 Series 2001*
Amendments approved June 18, 2002	*Resolution No. 34 Series 2002*
Amendments approved August 8, 2002	*Resolution No. 41 Series 2002*
Amendments approved September 3, 2002	*Resolution No. 45 Series 2002*
Amendments approved February 18, 2003	*Resolution No. 22 Series 2003*
Amendments approved August 5, 2003	*Resolution No. 37 Series 2003*
Amendments approved September 11, 2003	*Resolution No. 44 Series 2003*
Amendments approved September 18, 2003	*Resolution No. 45 Series 2003*
Amendments approved September 25, 2003	*Resolution No. 48 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 53 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 54 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 55 Series 2003*
Amendments approved November 4, 2003	*Resolution No. 58 Series 2003*
Amendments approved January 6, 2004	*Resolution No. 02 Series 2004*
Amendments approved June 29, 2004	*Resolution No. 37 Series 2004*
Amendments approved July 27, 2004	*Resolution No. 45 Series 2004*
Amendments approved September 7, 2004	*Resolution No. 52 Series 2004*
Amendments approved September 7, 2004	*Resolution No. 53 Series 2004*
Amendments approved August 4, 2005	*Resolution No. 42 Series 2005*
Amendments approved June 13, 2006	*Resolution No. 44 Series 2006*
Amendments approved August 1, 2006	*Resolution No. 56 Series 2006*
Amendments approved April 3, 2007	*Resolution No. 17 Series 2007*
Ministerial changes and previously-approved amendments, ratified July 10, 2007	*Resolution No. 28 Series 2007*
Amendments approved October 16, 2007	*Resolution No. 36 Series 2007*
Amendments approved October 21, 2008	*Resolution No. 10 Series 2009*
Amendments approved November 3, 2009	*Resolution No. 47 Series 2009*
Amendments approved July 6, 2010	*Resolution No. 23 Series 2010*
Amendments approved December 20, 2011	*Resolution No. 49 Series 2011*
Ministerial changes and previously-approved amendments, ratified December 4, 2012	*Resolution No. 35 Series 2012*
Amendments approved May 7, 2013	*Resolution No. 06 Series 2013*
Amendments approved November 5, 2013	*Resolution No. 23 Series 2013*
Amendment approved July 1, 2014	*Resolution No. 19 Series 2014*
Amendment approved August 19, 2014	*Resolution No. 24 Series 2014*
Amendment approved April 21, 2015	*Resolution No.10 Series 2015*
Amendment approved February 16, 2016	*Resolution No. 06 Series 2016*
Amendment approved October 2, 2018	*Resolution No. 37 Series 2018*
Amendment approved March 5, 2019	*Resolution No. 06 Series 2019*
Amendment approved August 18, 2020	*Resolution No. 30 Series 2020*
Amendment approved September 21, 2021	*Resolution No. 24 Series 2021*
Amendment approved September 8, 2022	*Resolution No. 34, Series 2022*
Amendment approved September ____, 2023	*Resolution No. ____, Series 2023*

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ARTICLE 1: GENERAL REQUIREMENTS

SECTION 1-101: TITLE AND SHORT TITLE

This *Resolution* (as amended) shall be known as "The *Gunnison County Land Use Resolution*," "The *Land Use Resolution*," and "This *Resolution."*

SECTION 1-102: AUTHORITY

It is the intent of the Board of County Commissioners of Gunnison County, Colorado (BOCC) in adopting and enforcing this *Resolution* to exercise fully all authority and power conferred on it by, to rely on, and to be in accord with the *Constitution of the United States*, the *Colorado Constitution* and the statutes of the State of Colorado, including the following:

A. Title 16, Article 13, Part 3, C.R.S: restraint and abatement of nuisances.

B. Title 24, Articles 65.1, 67, and 68, C.R.S. that respectively provide for the designation, administration and regulation by local government of areas and activities of state interest, authorize the planned unit development approach to land development, and provide for the vesting of real property rights.

C. Title 25, Article 12, C.R.S: Noise abatement.

D. Title 29, Article 20, C.R.S: *Local Government Land Use Control Enabling Act* of 1974.

E. Title 30, Article 11, C.R.S: County powers and functions.

F. Title 30, Article 15, C.R.S: County regulations under its police powers.

G. Title 30, Article 28, C.R.S: Planning and building codes, subdivision exemption plats, cluster development, the establishment of a county planning commission and regional planning commissions, improvement agreements, master plans, zoning plans, and other land use planning and regulatory mechanisms, including subdivision regulations.

H. Title 30, Article 30, C.R.S: County regulation regarding control of stream flow for purposes of flood control.

I. Title 34, Article 1, Part 3, C.R.S: Preservation of commercial mineral deposits.

J. Title 35, Article 72, C.R.S: The duty of the owner or occupier of any land in the state to prevent soil blowing by planting and other practices.

K. Title 38, Article 30.5, C.R.S: Addressing conservation easements.

L. Title 43, Article 1, C.R.S: Regarding roads and, particularly, limitations on controls on advertising devices.

M. Title 43, Article 2, C.R.S: State, county, municipal, and public roads.

N. All Other Authorized Powers. All other powers authorized by the Constitution of the State of Colorado, state statute or by common law, including those for the regulation of land uses, land use planning and development, subdivision, and environmental protection, police powers and the power to abate nuisances.

SECTION 1-103: PURPOSES

Gunnison County is a diverse community with a history of independence, self-sufficiency and neighborly spirit. Recognizing that "One Size Does Not Fit All," this *Resolution* articulates general policies, regulations and specific standards.

This Section identifies the purposes the ~~Board~~ BOCC intends to achieve by adopting this *Resolution*. These purposes serve as basic goals for this *Resolution* and the review of applications for Land Use Change Permits and related permits and processes. When there is a conflict between a statement of purpose and an adopted standard in this *Resolution*, or when an adopted standard is more specific, the standard shall supersede these purposes. This *Resolution* shall be construed liberally to further its stated purposes.

A. GENERAL PURPOSES OF THIS *LAND USE RESOLUTION.*

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.
2. **SIMPLIFY THE LAND USE PLANNING AND REGULATORY REVIEW PROCESS.** To simplify, expedite and provide uniform application of the land use planning and regulatory review process.
3. **PROTECT THE HERITAGE OF OUR RURAL CHARACTER**. To protect ranching and other existing industries, the beauty of the landscape and rural character of Gunnison County, in order to enhance recreational opportunities for residents and visitors, preserve important archeological and historic sites and viewsheds, and conserve soil, water, and forestry resources. To ensure that no land use change significantly detracts from the economic base, the environmental, historical, recreational, or aesthetic character of the County.
4. **PROVIDE FOR ORDERLY USE OF LAND**. To plan for and regulate the use of land and to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights and without unnecessary time and expense by applicants or the public.
5. **PRESERVE NEIGHBORHOOD CHARACTER**. To preserve the character of established residential areas and residential neighborhoods.
6. **ENCOURAGE HOUSING DIVERSITY**. To encourage a diversity of housing types, densities, and development that assists in providing adequate housing for all people.
7. **EVALUATE CUMULATIVE IMPACTS**. To evaluate the combined impacts of two or more uses or activities, and repeated activities, in a discreet area or the whole of Gunnison County.
8. **ENCOURAGE INNOVATIONS**. To encourage innovations in residential, commercial, and industrial land use changes, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.
9. **REGULATE LAND USE BASED ON IMPACTS**. To regulate the use of land based on the impact of such use on surrounding areas and the community to eliminate, minimize, or mitigate conflicts among different land uses.
10. **INTENT NOT TO DEPRIVE ALL REASONABLE ECONOMIC USE**. It is the intent of this *Resolution* that no private landowner be deprived of all reasonable economic use of real property.

B. PURPOSES TO MANAGE AND GUIDE LAND DEVELOPMENT.

1. **PROMOTE A COMPACT DEVELOPMENT PATTERN.** To 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. To encourage development patterns that will tend to minimize the cost of providing governmental and other services and will preserve open space.
2. **ENSURE ADEQUATE FACILITIES.** To ensure that development provides, and is served by, adequate transportation, water supply, wastewater treatment, other utilities and public services, schools, open space, parks, trails, and similar facilities, and to provide for phased development based on location and capacity of such services and facilities. To ensure, to the maximum extent practicable, that growth will pay for itself, and to ensure that present residents do not have to subsidize land use changes that involve growth or development through increased taxes or degradation of the quality of services they receive. To avoid land use changes requiring significant expenditures of public funds for schools, roads, health, police, and fire, or other purposes.
3. **TO ENCOURAGE TRANSPORTATION ALTERNATIVES.** To minimize automobile use where practical and to ensure that, as applicable, development is reasonably designed to provide safe and convenient roads and non-motorized ways to connect neighborhoods and developments, and encourage the use of public transportation and related facilities.
4. **REGULATE PUBLIC FACILITIES**. To regulate the general location, character and extent of public facilities, ways, grounds, and places, including public utilities.
5. **ENSURE EFFICIENT PROVISION OF PUBLIC SERVICES**. To require that permitted land use changes be designed, constructed, and maintained to provide efficient and economic provision of public services.
6. **MAINTAIN POPULATION/INFRASTRUCTURE BALANCE.** To maintain a balance beneficial to the public between the growth of public infrastructure in the county (including transportation, schools, health facilities, fire

and police services, utilities, recreation, housing) and the population growth reasonably expected to result from proposed development.

7. **ENSURE DEVELOPMENT MEETS DEMONSTRATED HOUSING NEEDS.** To encourage residential development that meets demonstrated housing needs in Gunnison County, to discourage residential development that does not meet demonstrated needs in Gunnison County, and to encourage buildout of platted subdivisions that have been approved by Gunnison County before additional lots are subdivided.

C. PURPOSES TO PROMOTE THE ECONOMIC WELL BEING OF THE COMMUNITY.

1. **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 this *Resolution*.
2. **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.
3. **PROMOTE CONTINUING VIABILITY OF AGRICULTURE.** To promote innovation in land use changes that contribute to continuing viable agricultural operations and recognize the public benefit of protecting the open space that agricultural operations provide, and to discourage land use changes that jeopardize those activities. To identify land use change on agricultural land, to protect ditches and stock drive routes, to encourage land use change that will retain the agricultural productivity of the land and to discourage land use change that will adversely affect agricultural operation on lands not owned by the applicant. However, it is not the policy of this *Resolution* to prevent land use change on land because such land was at one time used for agricultural purposes nor to enforce continued agricultural use of land that is otherwise suitable for non-agricultural use and that can otherwise be developed pursuant to the terms of this *Resolution*.

D. PURPOSES TO PROTECT ENVIRONMENTAL RESOURCES.

1. **MAINTAIN ENVIRONMENTAL QUALITY.** Recognizing the irreplaceable character of the environment and its importance to the quality of life in Gunnison County, to ensure that land use changes do not degrade or threaten the existing high quality of the environment in the County.
2. **PRESERVE QUALITY AND QUANTITY OF WATER RESOURCES.** Recognizing that the essence of Gunnison County's ability to survive and prosper is the availability of a consistent and clean source of water, the County intends to preserve and protect the quality and quantity of water resources in Gunnison County.
3. **PRESERVE WILDLIFE HABITAT.** To protect and preserve lands from land use activities and patterns of development that would cause significant net adverse effects to sensitive wildlife habitat and to discourage land uses that will impair or destroy such habitats, or their utilization by wildlife species, or that would endanger a wildlife species. It is the intent of this *Resolution* that private landowners do not lose reasonable use of their land or, when appropriate, receive fair compensation because of owning sensitive wildlife habitat.
4. **REGULATE LAND USE IN NATURAL HAZARD AREAS.** To regulate land use and activities in natural hazard areas by avoiding it and if avoidance is not possible, to reduce or minimize hazards to public health, safety, and property in those areas with minimum expenditure of public funds.
5. **PREVENT INCREASES IN SCOPE OR IMPACT OF NATURAL HAZARDS.** To prevent activities and land use in natural hazard areas that would increase the scope or impact of such natural hazards.
6. **DISCOURAGE DEVELOPMENT THAT WOULD RESULT IN WINTER RECREATION IN CERTAIN HAZARD AND RESOURCE AREAS.** To discourage development or land uses that will directly result in winter recreation in areas of known uncontrolled avalanche danger or in critical wildlife winter range.

SECTION 1-104: PERMITS REQUIRED

A. ISSUANCE OF PERMITS. Unless otherwise expressly excepted by this *Resolution*, no person shall engage in, cause, or allow any land use change as defined in Article 2*: Definitions* upon land owned, controlled, occupied, or used by that person in the unincorporated area of Gunnison County, including parcels of land that are less than, equal to, or greater than 35 acres in size, or upon patented mining claims, or lots in disincorporated townsites, unless that person has first obtained a Land Use Change Permit pursuant to this *Resolution*. The act of subdividing land into parcels, all 35 acres or larger, does not require a Land Use Change Permit.

B. APPLICATION. An application for a Land Use Change Permit shall be filed with the Gunnison County Community Development Department and shall be processed in accordance with Article 3: *General Review Process*.

C. **ACTIVITY BEGUN BEFORE PERMIT ISSUANCE**. No development for which a Land Use Change Permit is required shall begin until the Land Use Change Permit has been issued by Gunnison County. If the activity has begun before issuance of the permit by Gunnison County, no Land Use Change Permit shall be issued for the activity until the applicant ceases the activity, remedies any damage caused and complies with all enforcement actions taken by Gunnison County pursuant to Article 16: *Enforcement,* and with all other applicable County regulations.

D. PERMIT ISSUED UPON FINAL APPROVAL. A Land Use Change Permit shall be issued by Gunnison County upon final approval of the application. The permit shall become effective only when the applicable requirements set forth in Section 1-109: *Vested Property Rights* are satisfied.

E. PERMITS RUN WITH LAND. Any Land Use Change Permit issued under this *Resolution* shall run with the applicable land.

F. TERM OF PERMIT.

1. **TERM IS THREE YEARS FOR MOST LAND USE CHANGE PERMITS**. Unless expressly extended pursuant to Section 1-104: G: *Requirements for Extension of Term of Permit*, the term of a Land Use Change Permit shall be three years from its effective date.
2. **OPERATIONS APPROVED IN PERPETUITY**. During the term of the permit, the applicant shall initiate and complete all construction, pursuant to Section 1-104: F.4: *Completion of a Development.* However, unless expressly limited by an approved permit, the right to conduct operations, subject to operational conditions identified in the permit, shall be approved in perpetuity, subject to:
   a. **COMPLIANCE WITH PERMIT CONDITIONS.** Compliance with permit conditions; and
   b. **STATUTORY EXCEPTIONS.** Compliance with the exceptions identified in C.R.S. 24-68-105 (1) (a), (b), (c) and (2), as they may be amended; and
   c. **COMPLIANCE WITH APPLICABLE REGULATIONS AND CODES.** Compliance with all regulations and codes that are general in nature and are applicable to all property that is subject to land use regulation by Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code in effect on the date a permit is applied for pursuant to each of those codes; and
   d. **COMPLIANCE WITH ANY CODE, ORDINANCE OR REGULATION REQUIRED FOR IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY.** Compliance to the maximum extent feasible with the provisions of any code, ordinance or regulation that is general in nature and applicable to all property that is under the jurisdiction of Gunnison County and that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.
3. **COMPLETION OF A DEVELOPMENT**.
   a. **SUBDIVISION, CONDOMINIUM, OR TOWNHOME OR PROJECT FOR WHICH A DEVELOPMENT IMPROVEMENT AGREEMENT HAS BEEN EXECUTED**. For purposes of this Section, a subdivision, condominium, or townhome Project or a development for which a Development Improvement Agreement has been executed shall be considered completed when Gunnison County has fully released all security under the applicable Development Improvement Agreement.
   b. **MINING OPERATIONS**. A mining operation shall be considered completed when the construction Projects approved in the Land Use Change Permit application, and proposed to be constructed within the first three years of operation, have been constructed.
   c. **COMMERCIAL OR INDUSTRIAL PROJECT**. For purposes of this Section, a Project that is a commercial or industrial use is considered completed when, as applicable, the Building Inspector issues final approval of the constructed structures approved as part of the Project plan. When no structure is involved, the decision-making body shall determine as part of the Final Plan approval when the Project shall be considered complete.

G. REQUIREMENTS FOR EXTENSION OF TERM OF PERMIT. An extension of the term of a Land Use Change Permit may be requested by the applicant or recommended by the Planning Commission. The term of a Land Use Change Permit may only be extended as a condition of initial approval, or if a request for extension is submitted at least three months before the permit expires and only if the applicable decision-making body finds that the extension complies with the following criteria:

1. EXTENSION OF LAND USE CHANGE ~~-~~PERMIT REQUESTED AS PART OF INITIAL LAND USE CHANGE PERMIT APPROVAL. When the applicant requests extension of the permit term as part of the initial Land Use Change Permit approval, both of the following criteria must be met:

- **a. A PUBLIC BENEFIT WILL BE OBTAINED, OR NO PUBLIC DETRIMENT WILL OCCUR.** A public benefit will be obtained, or no public detriment will occur, as a consequence of the extension; and
- **b. SIZE OF PROJECT AND ECONOMIC CONDITIONS WARRANT EXTENSION.** The size and phasing of the development, economic cycles and market conditions warrant the extension of the permit term.

2. EXTENSION OF LAND USE CHANGE PERMIT FOR ADMINISTRATIVE REVIEW AND MINOR IMPACT PROJECT AT LEAST THREE MONTHS BEFORE END OF PERMIT TERM. When the applicant submits a request for extension of the permit term for a Land Use Change Permit for an Administrative Review Project or a Minor Impact Project at least three, but no more than six, months before the permit expires, the permit may be extended if the applicable decision-making body, finds that the extension complies with all the following:

- **a. A PUBLIC BENEFIT WILL BE OBTAINED OR NO PUBLIC DETRIMENT WILL OCCUR.** A public benefit will be obtained or no public detriment will occur as a consequence of the extension; and
- **b. COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT.** The applicant has complied with all conditions requiring performance before the date of application for extension of the permit; and
- **c. BENEFITS RECEIVED BY COUNTY.** Required benefits, if any, already have been received by the County as a result of Project approval, such as impact fees or land dedications; and
- **d. NEEDS OF APPLICANT AND COUNTY.** The needs of the applicant will be served and the needs of the County will not be harmed by the extension; and
- **e. PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT.** Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; or the applicant has demonstrated extenuating circumstances that have affected progress of the development; and
- **f. NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS.** There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the Project as approved, and the requirements of this *Resolution* or other regulations as they exist at the time the application for extension is made to extend the permit term; and
- **g. CHANGES IN CIRCUMSTANCES.** Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and
- **h. PROPOSED CHANGES IN THE DEVELOPMENT.** Any proposed changes in the development are not significant.

3. EXTENSION OF A LAND USE CHANGE PERMIT FOR A MAJOR IMPACT PROJECT AT LEAST THREE MONTHS BEFORE END OF PERMIT TERM. When the applicant requests extension of the permit term for a Land Use Change Permit for a Major Impact Project at least three, but no more than six, months before the permit expires, the ~~Board~~BOCC shall conduct a public hearing, noticed and conducted pursuant to Section 3-112: *Notice of Public Hearing* and Section 3-113: *Conduct of Public Hearing*, and may extend the permit, if it finds that the extension complies with all of the following:

- **a. A PUBLIC BENEFIT WILL BE OBTAINED OR NO PUBLIC DETRIMENT WILL OCCUR.** A public benefit will be obtained or no public detriment will occur as a consequence of the extension; and
- **b. SIZE OF PROJECT AND ECONOMIC CONDITIONS.** The size and phasing of the development, economic cycles and market conditions warrant the extension of the permit term; and
- **c. COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT.** The applicant has complied with all conditions requiring performance before the date of application for extension of the permit term; and
- **d. PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT.** Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; or the applicant has demonstrated extenuating circumstances that have affected progress of the development; and
- **e. BENEFITS RECEIVED BY COUNTY.** Required benefits, if any, already have been received by the County as a result of Project approval, such as impact fees or land dedications; and

f. **NEEDS OF APPLICANT AND COUNTY.** The needs of the applicant will be served and the needs of the County will not be harmed by the extension; and

g. **NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS.** There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the Project as approved, and the requirements of this *Resolution* or other regulations as they exist at the time the application for extension is made to extend the permit term; and

h. **CHANGES IN CIRCUMSTANCES.** Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and

i. **PROPOSED CHANGES IN THE DEVELOPMENT.** Any proposed changes in the development are not significant; and

4. **TAXES TO BE PAID.** No permit shall be extended unless at the time of the request for extension the applicant a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

5. **ONE EXTENSION.** No more than one three-year extension of any Land Use Change Permit shall be granted.

6. **EXTENSION EXTENDS A VESTED RIGHT.** An extension of the term of a Land Use Change Permit extends any vested property right associated with the permit or development for the same period as the extension of the permit.

H. **PHASED DEVELOPMENT.** The permit term for each phase of a phased development shall begin to run on the date that phase receives final approval from the ~~Board~~BOCC.

I. **PERMITS PURSUANT TO FORMER GUNNISON COUNTY LAND USE RESOLUTION FOR TWO RESIDENCES ON A SINGLE PARCEL.** The term of any Land Use Change Permit issued pursuant to the former *Gunnison County Land Use Resolution* that approved construction of two residences on a single parcel, pursuant to which one residence is constructed within three years after the effective date of this *Resolution*, shall be extended to permit construction of the second residence, in perpetuity. The second residence shall be subject to all County regulations in effect at the time the construction is initiated.

J. **GROUNDS FOR DENIAL OF A LAND USE CHANGE PERMIT.** No Land Use Change Permit shall be issued for any land use change that:

1. **DOES NOT COMPLY WITH THIS *RESOLUTION***. Does not comply with each applicable requirement of this *Resolution*; or

2. **DOES NOT COMPLY WITH OTHER CODES OR RESOLUTIONS**. Does not comply with the applicable building code as adopted or amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, any County-approved municipal Three Mile Plan area plan, or any other applicable code, ordinance, resolution or regulation.

3. **DOES NOT COMPLY WITH EACH APPLICABLE FEDERAL OR STATE PERMIT**. Does not comply with each applicable federal or state permit. The County shall require that a copy of each required permit be submitted to the County before County approval of the Land Use Change Permit, or that the Land Use Change Permit include a condition that a copy of each required permit be submitted to the County in a timely manner.

K. **COMPLIANCE WITH PERMIT CONDITIONS**. Each development permitted pursuant to this *Resolution* shall be initiated, conducted and completed pursuant to all terms and conditions of the applicable permit.

L. **APPLICABILITY TO OTHER UNITS OF GOVERNMENT.** The requirement to obtain a Land Use Change Permit shall apply to federal, state, county and municipal governments and special districts, their agencies and their subdivisions unless the unit of government is expressly exempted from the requirement.

M. **RELATIONSHIP OF LAND USE CHANGE PERMITS TO OTHER PERMITS**. Issuance of a Land Use Change Permit does not eliminate any requirement to obtain a Building Permit pursuant to the applicable building code, adopted and amended by Gunnison County, an On-Site Wastewater Treatment System Permit pursuant to the *Gunnison County On-Site Wastewater Treatment System Regulations*, or to comply with every other applicable ordinance, resolution, and regulation or permit already issued. An applicant for any activity that requires a Land Use Change Permit shall be required to obtain that permit before initiating any activities that would require a Building Permit, On-Site Wastewater Treatment System Permit, Access Permit, or other permit from Gunnison County. As applicable to individual applications, the County requires that the following Permits be obtained in addition to Land Use Change Permits:

1. **ACCESS PERMIT.** An Access Permit shall be obtained from the Gunnison County Public Works Department for any private driveway accessing onto a County road, public road or highway under the jurisdiction of Gunnison County.
2. **HIGHWAY ACCESS PERMIT.** If a Highway Access Permit is required from the Colorado Department of Transportation for any driveway or road accessing onto any state or federal road, the County shall not give final approval to a Land Use Change Permit until the County has received and commented on the Highway Access Permit application. The County may condition a Land Use Change Permit approval on receipt of the approved Highway Access Permit.
3. **MOBILE HOME PERMIT.** Location of a mobile home on a lot or within a mobile home community shall require a Mobile Home Permit, pursuant to Section 9-201: *Individual Manufactured and Mobile Homes*.
4. **SIGN PERMIT**. Sign Permit, pursuant to Section 13-109: *Signs*.
5. **RECLAMATION PERMIT FOR REVEGETATION AND NOXIOUS WEED CONTROL**. Any development defined and/or regulated by the County that results in road cutting and/or construction, homesite clearing or berm construction shall be required to obtain a Reclamation Permit from the Gunnison County Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*
6. **SURFACE ALTERATION PERMIT**. Surface Alteration Permit, pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction.*
7. **ROAD CUT PERMIT.** Road Cut Permit, pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction.*
8. **BUILDING PERMIT.** Building Permit, as required for construction of structures pursuant to the applicable building code, adopted and amended by Gunnison County.
9. **ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT**. On-Site Wastewater Treatment System Permit, as required for the installation or repair of an On-Site Wastewater Treatment System, pursuant to the *Gunnison County On-Site Wastewater Treatment System Regulations.*
10. **FLOODPLAIN DEVELOPMENT PERMIT.** Floodplain Development Permit pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards.*
11. **TEMPORARY PRIVATE PLOWING PERMIT.** Temporary Private Plowing Permit, pursuant to Section 11-110: *Development of Land Beyond Snowplowed Access.*
12. **SNOW REMOVAL PERMIT.** Snow Removal Permit pursuant to and described in the *Gunnison County Standards and Specifications for Road and Bridge Construction.*
13. **MANUFACTURED HOME PERMIT.** Manufactured Home Permit pursuant to Section 9-201: *Individual Manufactured and Mobile Homes.*
14. **LONG-TERM CAMPING PERMIT**. Long-Term Camping Permit, pursuant to Section 9-509: *Camping on Individual Parcels.*
15. **OUTDOOR VENDING PERMIT.** Outdoor Vending Permit, pursuant to Section 9-502: *Temporary Structures.*
16. **STATE AND FEDERAL PERMITS.** Granting of a Land Use Change Permit for a specific land use change shall not exempt that land use change from compliance with any applicable Colorado or federal statutory and regulatory requirements. Gunnison County shall require documentation that each applicable permit has been issued, either as a prerequisite to, or as a condition of, approval of the Land Use Change Permit.

SECTION 1-105: SECTIONS NECESSARY FOR IMMEDIATE PRESERVATION OF PUBLIC HEALTH, SAFETY, WELFARE, AND THE ENVIRONMENTAL AND WILDLIFE RESOURCES

A. SECTIONS APPLICABLE TO PARTIALLY EXEMPTED USES. The following specific sections of this *Resolution* are general in nature, are necessary for the immediate preservation of public health and safety, welfare and the environment and wildlife resources and are applicable to the maximum extent feasible to all new construction of, or expansion to, those land use changes that are partially exempted from this *Resolution* by Section 1-106: *Partially Exempted Land Use Changes,* which shall comply, to the maximum extent feasible, with the following sections in this

Resolution, that are necessary for the immediate preservation of public health, safety, welfare, and the environment and wildlife resources:

1. **SECTION 11-103:** *Development in Areas Subject to Flood Hazards.*
2. **SECTION 11-104:** *Development in Areas Subject to Geologic Hazards.*
3. **SECTION 11-105:** *Development in Areas Subject to Wildfire Hazards.*
4. **SECTION 11-106:** *Protection of Wildlife Habitat Areas.*
5. **SECTION 11-107**: *Protection of Water Quality*.
6. **SECTION 12-105**: *Water Supply*.
7. **SECTION 12-106**: *Sewage Disposal/Wastewater Treatment*.
8. **SECTION 12-107**: *Fire Protection*.
9. **SECTION 11-109: D.:** *Domestic Animal Controls*; and Section 11-106: G.3.d.: *Domestic Animal Controls*.
10. **SECTION 13-107**: *Installation of Solid-fuel-burning devices*.
11. **SECTION 13-114:** *Exterior Lighting*.

B. ADDITIONAL SECTION APPLICABLE TO PARTIALLY EXEMPTED COMMERCIAL, INDUSTRIAL OR OTHER NON-RESIDENTIAL LAND USE CHANGES. In addition to complying with the requirements listed at 1 through 9, above, new construction of, or expansion to, commercial, industrial or other non-residential land use changes that are partially exempted from this *Resolution* by Section 1-106: *Partially Exempted Land Use Changes*, shall comply to the maximum extent feasible with Section 12-103: *Road System.*

SECTION 1-106: PARTIALLY EXEMPTED LAND USE CHANGES

The following land uses are partially exempted from the requirements of this *Resolution*:

A. PENDING LAND USE CHANGE PERMIT APPLICATIONS. A complete and conforming Land Use Change Permit application submitted to Gunnison County before the effective date of this *Resolution* ("pending application") shall be governed by the former *Gunnison County Land Use Resolution* except pursuant to this Section.

1. **VOLUNTARY COMPLIANCE WITH THIS *RESOLUTION***. Any applicant who has a pending application has the right, upon written request to the Community Development Department, to have the pending application processed pursuant to the process and standards of this *Resolution* rather than those of the former Gunnison *County Land Use Resolution*.

2. **REQUIRED COMPLIANCE WITH EXISTING CODES AND PUBLIC HEALTH AND SAFETY REQUIREMENTS**. Each application, whether processed pursuant to the former *Gunnison County Land Use Resolution* or this *Resolution*, shall comply with the following requirements:

   a. **COMPLIANCE WITH APPLICABLE REGULATIONS AND CODES**. All regulations and codes that are general in nature and are applicable to all property that is subject to the jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code in effect on the date a permit is applied for pursuant to each of those codes; and

   b. **COMPLIANCE WITH ALL OTHER SECTIONS OF THIS *RESOLUTION* AND OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY.** To the maximum extent feasible with the provisions of Section 1- 105: *Section Necessary For Immediate Preservation of Public Health and Safety*, and any other code, ordinance or regulation that is general in nature and applicable to all property that is subject to the jurisdiction of Gunnison County and that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.

B. DEVELOPMENT ON INDIVIDUAL LOTS IN SUBDIVISIONS APPROVED BY GUNNISON COUNTY BEFORE THE EFFECTIVE DATE OF THIS *RESOLUTION.* Individual lots in subdivisions approved by Gunnison County before the effective date of this *Resolution*, that have protective covenants included as an element of a Final Plan approved by Gunnison County, shall be issued a Building Permit without a separate Land Use Change Permit, subject to the following:

1. **COMPLIANCE WITH PERMIT CONDITIONS.** Compliance with all applicable conditions in the Land Use Change Permit approval of the subdivision; and

2. **STATUTORY EXCEPTIONS**. Compliance with the exceptions identified in C.R.S. 24-68-105 (1) (a), (b), (c) and (2), as they may be amended; and

3. **COMPLIANCE WITH APPLICABLE REGULATIONS AND CODES**. Compliance with all regulations and codes that are general in nature and are applicable to all property that is subject to the jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code, in effect on the date a permit is applied for pursuant to each of those codes; and

4. **COMPLIANCE WITH ALL OTHER SECTIONS OF THIS *RESOLUTION* AND OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY**. Compliance to the maximum extent feasible with the provisions of *Section 1-105: Sections Necessary For The Immediate Preservation of Public Health And Safety,* and any other code, ordinance or regulation that is general in nature and applicable to all property that is subject to the jurisdiction of Gunnison County and that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.

C. DEVELOPMENT ON INDIVIDUAL TRACTS IN EXEMPT 35-ACRE TRACT DEVELOPMENTS EXISTING WITH IDENTIFIED BUILDING ENVELOPES BEFORE JANUARY 1, 2000, THAT HAD PROTECTIVE COVENANTS RECORDED BEFORE JULY 1, 2000.

1. **PRE-EXISTING EXEMPT 35-ACRE TRACT DEVELOPMENTS**. There are certain divisions of land that are excluded from the definitions of "subdivision" or "subdivided land" as defined by C.R.S. 30-28-101 and that:

   a. **EXISTED BEFORE JANUARY 1, 2000**. Existed on or before January 1, 2000; and

   b. **TRACTS LARGER THAN 35 ACRES**. Are comprised solely of tracts that are each 35 acres or larger; and

   c. **RECORDED PLAT**. Were platted and recorded in the Gunnison County Clerk and Recorder's Office on or before January 1, 2000 ("pre-existing 35-acre tract development"), specifically identifying designated building envelopes in which primary development must be confined ("pre-existing building envelopes"); and

   d. **RESTRICTED BY RECORDED PROTECTIVE COVENANTS**. Are subject to specific protective covenants that were recorded in the Office of the Gunnison County Clerk and Recorder's Office before July 1, 2000 that restrict the form, location, and type of development that can occur within the development ("preexisting protective covenants").

2. **IDENTIFICATION OF PRE-EXISTING EXEMPT 35-ACRE TRACT DEVELOPMENTS**. For purposes of Section 1-106: C. *Development on Individual Tracts in Exempt 35-acre Tract Developments Existing With Identified Building Envelopes before January 1, 2000, That Had Protective Covenants Recorded Before July 1, 2000.* The pre-existing exempt 35-acre tract developments include:

   a. East River Ranches;
   b. Red Mountain Ranch;
   c. The Pinnacles;
   d. Trappers Crossing at Crested Butte; and
   e. Eagle Ridge Ranch.

3. **BUILDING ON INDIVIDUAL TRACTS IN A PRE-EXISTING EXEMPT 35-ACRE TRACT DEVELOPMENT SHALL COMPLY WITH THIS *RESOLUTION* TO THE MAXIMUM EXTENT FEASIBLE**. Land uses on individual tracts in a pre-existing exempt 35-acre tract development shall comply with the requirements of this *Resolution*, including:

   a. **COMPLIANCE WITH SECTIONS OF THIS *RESOLUTION* AND OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY**. Compliance to the maximum extent feasible with the provisions of Section 1-105: *Sections Necessary For The Immediate Preservation of Public Health And Safety*, and any other code, ordinance or regulation that is general in nature and applicable to all property that is subject to the jurisdiction of Gunnison County and that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety; except:

   b. **CONFLICT BETWEEN PROTECTIVE COVENANTS/ENVELOPE AND THIS *RESOLUTION***. The County recognizes that the limitations associated with the pre-existing building envelopes and pre-existing protective covenants in preexisting exempt 35-acre tract developments identified in *Section 1-106:C.2: Identification of Pre-Existing 35-Acre Tract Developments* may make it difficult for the owner of such a tract to comply with all requirements of this *Resolution*. It is the intent of this Section that each provision of this *Resolution* be enforced regarding such tracts to the maximum extent feasible without requiring relocation of the pre-existing building envelopes and/or changes to the pre-existing protective covenants.

1. **CLASSIFICATION OF IMPACT WHEN CONFLICT IDENTIFIED**. When County review of an application for a Building Permit, On-Site Wastewater Treatment System Permit, or Access Permit for a tract in a development identified in Section 1-106: C. 2: *Identification of Pre-Existing Exempt 35-Acre Tract Developments* discloses that there is a conflict between the pre-existing building envelope and/or pre-existing protective covenants regarding a building envelope, and any standard or requirement of this *Resolution*, the Community Development Director shall then determine the appropriate impact classification, pursuant to Section 4-111: *Classification of Impact.*

2. **PERMIT REVIEW PROCESS.** The application for a permit shall be processed subject to the applicable level of review pursuant to Article 3: *General Review Process.* The decision-making body shall determine how, and to what degree, the conflicting provision shall be applied to the maximum extent feasible without requiring a relocation of the building envelope and/or change to the protective covenants regarding form, location or type or other requirements or restrictions on residences.

4. **LAND USES ON INDIVIDUAL TRACTS IN A PRE-EXISTING 35-ACRE TRACT DEVELOPMENT SHALL COMPLY WITH APPLICABLE REGULATIONS AND CODES.** Except as specifically exempted by Section 1-106: C.3. b: *Conflict Between Protective Covenants/Envelopes And This Resolution,* land uses on individual tracts in a pre-existing exempt 35-acre tract development shall comply with all regulations and codes that are general in nature and are applicable to all property that is subject to jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code, in effect on the date a permit is applied for pursuant to each of those codes.

D. DEVELOPMENT ON INDIVIDUAL TRACTS IN EXEMPT 35-ACRE TRACT DEVELOPMENTS EXISTING BEFORE JANUARY 1, 2000, THAT HAD PROTECTIVE COVENANTS RECORDED BEFORE JULY 1, 2000 THAT SPECIFICALLY APPROVED A MAXIMUM INDIVIDUAL STRUCTURE SIZE OR MAXIMUM AGGREGATE STRUCTURE SIZE THAT WOULD NORMALLY REQUIRE MINOR IMPACT PROJECT REVIEW PURSUANT TO SECTION 13-105: E. Development on individual tracts in exempt 35-acre tract developments that existed before January 1, 2000 that had protective covenants recorded before July 1, 2000 that specifically approved a maximum individual structure size or maximum aggregate structure size that would normally require Minor Impact Project review, pursuant to Section 13-105: E: *Residential Building Sizes and Lot Coverages.*

1. **PRE-EXISTING EXEMPT 35-ACRE TRACT DEVELOPMENTS.** There are certain subdivisions of land that are excluded from the definitions of "subdivision" or "subdivided land" as defined by C.R.S. 30-28-101 and that:

   a. **EXISTED BEFORE JANUARY 1, 2000.** Existed on or before January 1, 2000; and

   b. **TRACTS LARGER THAN 35 ACRES**. Are comprised solely of tracts that are 35 acres or larger; and

   c. **RECORDED PLAT**. Were platted and recorded in the Gunnison County Clerk and Recorder's Office on or before January 1, 2000 ("pre-existing 35-acre tract development"); and

   d. **PROTECTIVE COVENANTS RECORDED BEFORE JULY 1, 2000 SPECIFICALLY APPROVED A MAXIMUM INDIVIDUAL STRUCTURE SIZE OR MAXIMUM AGGREGATE STRUCTURE SIZE THAT WOULD NORMALLY REQUIRE MINOR IMPACT PROJECT REVIEW PURSUANT TO SECTION 13-105: E**. Are subject to specific protective covenants that were recorded in the Office of the Gunnison County Clerk and Recorder's Office before July 1, 2000 that specifically approved a maximum individual structure size or maximum aggregate structure size that would normally require Minor Impact Project review pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard.*

2. **IDENTIFICATION OF PRE-EXISTING 35-ACRE TRACT DEVELOPMENTS**. For purposes of this Section 1-106: D: *Development On Individual Tracts In Exempt 35-acre Tract Developments Existing Before January 1, 2000, That Had Protective Covenants Recorded Before July 1, 2000 That Specifically Approved A Maximum Individual Structure Size Or Maximum Aggregate Structure Size That Would Normally Require Minor Impact Project Review Pursuant To Section 13-105: G*:, the pre-existing 35-acre tract developments include:

   a. Cement Creek at Crested Butte South;
   b. Eagle Ridge Ranch;
   c. East River Ranches;
   d. Red Mountain Ranch;
   e. Trappers Crossing at Crested Butte;
   f. Trappers Crossing South;

g. Trappers Crossing at Wildcat; and
h. Trappers Crossing at Wildcat II.

3. **NO REVIEW REQUIRED PURSUANT TO SECTION 13-105: E.** No review pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard* is required for tracts in those developments identified in Section 1-106: D. 2: *Identification of Pre-Existing 35-Acre Tract Developments.*

4. **COMPLIANCE WITH ALL OTHER SECTIONS OF THIS *RESOLUTION* AND ALL OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY.** Except as specifically exempted in Section 1-106: D.3.: *No Review Required* pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard* in those developments identified in Section 1-106: D.2.: *Identification of Pre-Existing 35-Acre Tract Developments*, shall comply with the provisions of this *Resolution* and with the provisions of Section 1-105: *Sections Necessary For The Immediate Preservation of Public Health And Safety*, and any other code, ordinance or regulation that is general in nature and applicable to all property that is subject to the jurisdiction of Gunnison County and that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.

5. **COMPLIANCE WITH APPLICABLE REGULATIONS AND CODES**. Land uses on individual tracts in those developments identified in Section 1-106: D.2.: *Identification of Pre-Existing 35-Acre Tract Developments* shall comply with all regulations and codes that are general in nature and are applicable to all property that is subject to the jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code, in effect on the date a permit is applied for pursuant to each of those codes.

E. **LAND USE CHANGES WITH A COMMON LAW VESTED PROPERTY RIGHT**. Each land use change approved by a Land Use Change Permit before the effective date of this *Resolution*, during the term of which the permittee has reasonably and substantially relied in good faith on the permit approval to his detriment shall not require a new Land Use Change Permit. The determination of substantial reliance shall be based on the progress made in developing the Project, including the effort to obtain other permits, actual construction initiated and completed, and documented expenditures to develop the Project. Such a land use change shall comply with:

1. **PERMIT CONDITIONS**. The terms and conditions of the permit approval; and

2. **STATUTORY EXCEPTIONS**. The exceptions identified in C.R.S. 24-68-105 (1) (a), (b), (c) and (2), as they may be amended; and

3. **APPLICABLE REGULATIONS AND CODES**. All regulations and codes that are general in nature and are applicable to all property subject to the jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code, in effect on the date a permit is applied for pursuant to each of those codes; and

4. **ALL OTHER SECTIONS OF THIS *RESOLUTION* AND OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY**. To the maximum extent feasible, with the provisions of Section 1-105: *Sections Necessary For Immediate Preservation of Public Health And Safety*, and any other code, ordinance or regulation that is general in nature and applicable to all property subject to the jurisdiction of Gunnison County, that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.

F. **EXCEPTION FOR CONSTRUCTION MATERIALS EXTRACTION**. For each Land Use Change Permit for extraction of construction materials issued before the effective date of this *Resolution*, such extraction of construction materials shall be excepted from the requirements of Section 11-107: E: *Buffer Standards,* in that such extraction is allowed to be no closer than five feet from the nearest ordinary high water mark in average hydrologic years on each side of the water body, but not in the stream channel.

G. **LAND USE CHANGES WITH A STATUTORY VESTED RIGHT**. Each land use change previously approved by Gunnison County and for which a property right is currently vested by statute on the effective date of this *Resolution* in accordance with Section 1-109: *Vested Property Rights,* may be developed during the three years following the effective date of this *Resolution* without a new Land Use Change Permit approval, subject to the following:

1. **COMPLIANCE WITH PERMIT CONDITIONS**. Compliance with the terms and conditions of the permit approval; and

2. **STATUTORY EXCEPTIONS**. Compliance with the exceptions identified in C.R.S. 24-68-105 (1) (a), (b), (c) and (2), as they may be amended; and

3. **COMPLIANCE WITH APPLICABLE REGULATIONS AND CODES**. Compliance with all regulations and codes that are general in nature and are applicable to all property subject to the jurisdiction of Gunnison County including the applicable building code, adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code, in effect on the date a permit is applied for pursuant to each of those codes; and

4. **COMPLIANCE WITH ALL OTHER SECTIONS OF THIS *RESOLUTION* AND OTHER CODES, ORDINANCES OR REGULATIONS NECESSARY FOR THE IMMEDIATE PRESERVATION OF PUBLIC HEALTH AND SAFETY**. Compliance to the maximum extent feasible with the provisions of Section 1-105: *Sections Necessary For The Immediate Preservation of Public Health And Safety,* and any other code, ordinance or regulation that is general in nature and applicable to all property subject to the jurisdiction of Gunnison County, that is found necessary by the ~~Board~~BOCC for the immediate preservation of public health and safety.

H. LOCATION AND EXTENT REVIEW PROJECTS. Authorization and construction of a road, park, or other public way, ground, or space, public building or structure, or public utility governed by C.R.S. 30-28-110 , {~~as amended~~}. Such projects shall be subject to this statute and any corresponding regulations promulgated by the BOCC, and shall remain subject to this *Land Use Resolution* and all other County rules and regulations to the fullest extent permitted by law.

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SECTION 1-107: ONE RESIDENCE PER LEGAL LOT, SUBJECT TO COMPLIANCE WITH THIS *RESOLUTION*

Unless otherwise provided by this *Resolution*, there shall be a right to have one residence per each legal lot existing as of the effective date of this *Resolution* if that residence fully complies with:

A. APPLICABLE REQUIREMENTS OF THIS *RESOLUTION*. All applicable requirements of this *Resolution*, except as partially exempted by Section 1-106: *Partially Exempted Land Use Changes*; and

B. OTHER REGULATIONS. All other regulations and ordinances that are general in nature and are applicable to all property subject to land use regulation by Gunnison County, including the applicable building code, as adopted and amended by Gunnison County, the *Gunnison County On-Site Wastewater Treatment System Regulations*, the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and each applicable fire, plumbing, electrical and mechanical code which governs the permit approval.

SECTION 1-108: NONCONFORMING USES

A. PURPOSE. Within unincorporated Gunnison County, there are uses of land and structures that were legally established before the effective date of this *Resolution* that do not conform to the legal requirements of this *Resolution*. The purpose of this Section is to regulate those nonconforming uses and structures.

B. NON-ABATEMENT PROVISION. Unless otherwise stated herein, it is the intent of this Section that nonconforming uses of land and structures that were legally established before the effective date of this *Resolution* are permitted to continue.

C. LEGALLY ESTABLISHED NONCONFORMING USES AND STRUCTURES.

1. **NONCONFORMITY MAY CONTINUE.** Legal nonconforming land uses and nonconforming structures may continue, so long as they remain otherwise legal and comply with the requirements of this Section.

2. **REPAIRS AND MAINTENANCE.** Ordinary repairs and maintenance to permit continuation of a legal nonconforming use or structure shall be permitted.

3. **EXTENSION OR EXPANSION**.

   a. **LIMITED EXTENSION OR EXPANSION**. A legal nonconforming use or structure shall not be extended or expanded except as allowed in the following Section 1-108: B. 3. b*: Expansion Shall Not Increase Nonconformance.* This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.

b. **EXPANSION SHALL NOT INCREASE NONCONFORMANCE**. A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.

c. **EXPANSION SUBJECT TO SECTION 1-105**: Extension or expansion of a legal nonconforming land use or structure is subject to the provisions of Section 1-105: *Sections Necessary for the Immediate Preservation of Public Health and Safety*.

d. **EXTENSION OR EXPANSION ONTO LAND OUTSIDE OF PERMITTED AREA.** Any extension or expansion of a legal nonconforming use, including but not limited to a mining operation, onto land outside of the area specifically identified and approved by a Land Use Change Permit, shall comply with the requirements of this *Resolution*.

4. **RELOCATION.** A legal nonconforming land use or structure shall not be moved, in whole or in part, unless the relocation brings the use or structure into compliance with the requirements of this *Resolution*.

5. **CHANGE OF USE**. A legal nonconforming use shall not be changed to another use, unless the use to which it is changed is pursuant to the requirements of this *Resolution*.

6. **ABANDONMENT OF NONCONFORMING COMMERCIAL OR INDUSTRIAL USE OR STRUCTURE**. If any legal nonconforming commercial or industrial use or structure is abandoned for a period of one year, renewal of that use or the use of that structure shall not be initiated until a review by the Community Development Department has determined that the renewed use will not pose a threat to public health or safety. For the purpose of this Section, "abandonment" means the intent not to continue the legally established nonconforming use or use of the structure coupled with the discontinuance of the nonconforming use or use of the structure. There is a presumption that there is intent to abandon if the property is physically abandoned. Seasonal discontinuance of a use, or discontinuance of a use during active marketing of the property for sale, is not abandonment.

7. **RESTORATION OF DAMAGED NONCONFORMING USE.** A legal nonconforming use or structure including any structure that would normally require Minor or Major Impact Project review pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard*, that is demolished or destroyed by an act of God or through any manner not willfully accomplished by the owner may be restored within one year of the damage or destruction as of right, regardless of the extent of demolition or destruction, conditioned upon issuance of each required permit, pursuant to Section 1-104: *Permits Required*. A one-time, two-year extension of the initial year may be granted by the Community Development Director upon findings that:

a. **HARDSHIP**. There would be a substantial hardship to the owner without the extension; and

b. **SUBSTANTIAL EFFORT TO RESTORE**. Within the first six months of the initial year, the owner has substantially cleaned up the damaged structure.

D. **NO NEW NONCONFORMING USES**. Except as specifically provided by this *Resolution*, no land use change shall be approved to create a new nonconforming use or new nonconforming aspect.

SECTION 1-109: VESTED PROPERTY RIGHTS

A. **PURPOSE.** This purpose of this Section is to establish a system of vested property rights pursuant to Article 68 of Title 24, C.R.S: as amended.

B. **EFFECT OF VESTING**. A vested property right, once established pursuant to this Section, precludes during its term, any zoning or land use action by Gunnison County or pursuant to an initiated measure that would alter, impair, prevent, diminish, impose a moratorium on, or otherwise delay the development or use of the subject land consistent with the terms and conditions of the site-specific development plan, except:

1. **LANDOWNER CONSENT**. With the consent of the affected landowner;

2. **HAZARDS.** Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the subject property, which hazards could not reasonably have been discovered at the time of the approval of the site-specific development plan, and which hazards, if uncorrected, would pose a serious threat to the public health, safety, and welfare; or

3. **JUST COMPENSATION PAID TO LANDOWNER**. To the extent that the affected landowner receives just compensation for all costs, expenses, and liabilities incurred by the landowner, including costs incurred in preparing the site for development consistent with the site-specific development plan, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consultants' fees, together with interest

thereon at the legal rate until paid. Just compensation shall not include any diminution in the value of the property that is caused by such action.

4. **NEW REGULATIONS THAT ARE GENERAL IN NATURE**. The application of ordinances or regulations that are general in nature and are applicable to all property subject to land use regulation by Gunnison County, including building, fire, plumbing, electrical, and mechanical codes. These also include the provisions of Section 1-105: *Sections Necessary for the Immediate Preservation of Public Health and Safety,* as they may be amended from time to time.

5. **SUBSEQUENT REVIEW AND APPROVAL**. Following approval or conditional approval of a Land Use Change Permit for a site-specific development plan, nothing in this Section shall exempt the site-specific development plan from subsequent reviews by Gunnison County to ensure compliance with the terms and conditions of the approval.

6. **FORFEITURE.** Failure to abide by any applicable terms and conditions of the Land Use Change Permit or of the site-specific development plan may result in the suspension or revocation of the statutory vested property right or the implementation of any other enforcement mechanism identified in Article 16: *Enforcement*.

7. **SUBJECT TO RIGHTS OF REFERENDUM AND JUDICIAL REVIEW; PUBLIC NOTICE**. Approval of a site-specific development plan and its associated statutory vested right shall be subject to all rights of referendum and judicial review; except that the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication in a newspaper of general circulation in Gunnison County, advising the general public that the site-specific development plan has been approved, and a vested property right granted pursuant to Article 68 of Title 24, C.R.S. The property description shall be included in the notice. The Community Development Director shall cause such notice to be published, at the applicant's cost, no later than 14 days following approval of the site-specific development plan. If a statutory vested right is extended, suspended or revoked, notice of such extension, suspension or revocation and any reinstatement subsequent to a suspension shall be made in like fashion.

C. GRANT OF VESTED PROPERTY RIGHT TO EACH LAND USE CHANGE PERMIT APPLICATION APPROVED BETWEEN JANUARY 1, 1988 UNTIL THE EFFECTIVE DATE OF THIS *RESOLUTION*. In addition to any common law vested right that may exist, the ~~Board~~BOCC hereby expressly authorizes and grants for each Land Use Change Permit approved by Gunnison County between January 1, 1988 and the effective date of this *Resolution*, a statutory vested property right for a period of three years beginning with the effective date of this *Resolution*. When a statutory vested right exists as of the effective date of this *Resolution*, the ~~Board~~BOCC expressly authorizes and grants such extension of that statutory vested right for only three years from the effective date. No vested right authorized and granted under this Section shall be extended except as provided in Section 1-109: F. 2: *Requirements for Extensions During Term.*

D. SITE-SPECIFIC DEVELOPMENT PLAN APPROVALS THAT CAUSE PROPERTY RIGHTS TO VEST. A site-specific development plan (SSDP) is the plan for a land use change that describes with reasonable certainty the type and intensity of use for a specific parcel or parcels, that receives final approval by the required decision-making body, and for which each applicable requirement of this Section is met. Property rights shall vest only as follows:

1. **ADMINISTRATIVE REVIEWS.** If the SSDP is approved pursuant to Article 5*: Administrative Review Projects That Require a Land Use Change Permit* property rights shall vest upon the last of the following acts, each of which is a prerequisite to property rights vesting:

   a. **ISSUANCE OF CERTIFICATE OF ADMINISTRATIVE APPROVAL**. The issuance of the appropriate Certificate of Administrative Approval, which shall be signed by the Community Development Director.

   b. **FULL PLAT EXECUTION**. Full execution of any required plat and the recording of such plat by the County at the applicant's cost, in the Office of the Clerk and Recorder of Gunnison County;

   c. **FULL EXECUTION AND FUNDING OF DEVELOPMENT IMPROVEMENT AGREEMENT**. Full execution and funding of any Development Improvement Agreement as may be required by *the Certificate of Administrative Approval*;

   d. **RECORDING OF CERTIFICATE OF ADMINISTRATIVE APPROVAL**. At the cost of the applicant, recording by Gunnison County of the Certificate of Administrative Approval in the Office of the Clerk and Recorder of Gunnison County.

2. **MINOR AND MAJOR IMPACT PROJECT REVIEWS**. If the SSDP is approved as a Minor Impact pursuant to Article 6: *Minor Impact Projects* or as a Major Impact pursuant to Article 7: *Major Impact Projects,* property rights shall vest upon the last of the following acts, each of which is a prerequisite to property rights vesting:

a. **ISSUANCE OF FINAL PLAN APPROVAL**. Adoption by the Planning Commission or the ~~Board~~BOCC of a resolution memorializing the final approval of the Project following the required public notice and hearing;

b. **FULL EXECUTION AND RECORDING OF PLAT**. Full execution of any required plat and the recording of such plat by the County at the applicant's cost in the Office of the Clerk and Recorder of Gunnison County;

c. **FULL EXECUTION AND FUNDING OF DEVELOPMENT IMPROVEMENT AGREEMENT**. Full execution and funding of any Development Improvement Agreement as may be required by the resolution of approval or *Certificate of Major Impact Approval*;

d. **RECORDING OF RESOLUTION OF APPROVAL**. At the cost of the applicant, recording of the required resolution or *Certificate of Major Impact Approval* by the County in the Office of the Clerk and Recorder of Gunnison County.

E. VESTED RIGHT RUNS WITH THE LAND. Statutory vested property rights shall attach to and run with the land for which the SSDP is approved. As a legislative act, the ~~Board~~BOCC may extend the term of the statutory vested property right and, if appropriate, limit to an identified landowner or landowners the benefits of a statutory vested right after it is extended, pursuant to Section 1-109: F: *Duration and Extension*.

F. DURATION AND EXTENSION.

1. **DURATION.** Unless expressly extended pursuant to this Section, a statutory vested right as defined in this Section shall be effective for a period of three years from its establishment.

2. **REQUIREMENTS FOR EXTENSION DURING TERM**. An extension of the term of a statutory vested right may be requested by the applicant, or recommended by the Planning Commission. The term of a statutory vested right may only be extended as a condition of initial approval or within the final 18 months of the approved term of the permit, and only if the ~~Board~~BOCC, after a public hearing on the request, noticed and conducted pursuant to Sections 3-112: *Notice of Public Hearing* and 3-113: *Conduct of Public Hearing*, finds that an extension is warranted based on all of the following criteria:

   a. **EXTENSION OF STATUTORY VESTED RIGHT REQUESTED AS PART OF INITIAL PERMIT APPROVAL.** When extension of a statutory vested right is requested as part of the initial approval of the Land Use Change Permit all of the following criteria must be met:

      1. **NO PUBLIC DETRIMENT, OR PUBLIC BENEFIT WILL BE OBTAINED**. There will be no public detriment, or public benefit will be obtained, as a consequence of the extension; and

      2. **SIZE OF PROJECT AND ECONOMIC CONDITIONS**. The size and phasing of the development, economic cycles and market conditions warrant the extension of the permit term.

   b. **EXTENSION OF STATUTORY VESTED RIGHT REQUESTED WITHIN 18 MONTHS OF END OF PERMIT TERM**. When extension of a statutory vested right is requested within 18 months of the end of the term of the Land Use Change Permit, all of the following criteria must be met:

      1. **NO PUBLIC DETRIMENT, OR PUBLIC BENEFIT WILL BE OBTAINED.** There will be no public detriment, or public benefit will be obtained, as a consequence of the extension; and

      2. **SIZE OF PROJECT AND ECONOMIC CONDITIONS**. The size and phasing of the development, economic cycles and market conditions warrant the extension of the permit term; and

      3. **COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT**. The applicant has complied with all conditions requiring performance before the date of application for extension of the permit term; and

      4 **PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT**. Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; and

      5. **BENEFITS RECEIVED BY COUNTY**. Benefits already have been received by the County as a result of Project approval, such as impact fees or land dedications; and

      6. **NEEDS OF APPLICANT AND COUNTY**. The needs of the applicant and County will be served by the extension; and

      7. **NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS**. There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the

Project as approved, and the requirements of this *Resolution* or other regulations as they exist at the time the application for extension is made to extend the permit term; and

8. **CHANGES IN CIRCUMSTANCES**. Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and

9. **PROPOSED CHANGES IN THE DEVELOPMENT**. Any proposed changes in the development are not significant.

SECTION 1-110: PROCESS FOR DESIGNATING SPECIAL AREAS

A. PURPOSE. The purpose of this Section is to establish a process by which the County may designate particular geographical areas, basins, or other land areas as being subject to specialized land use regulations.

B. AUTHORITY TO INITIATE DESIGNATIONS. Designation of a particular area as being subject to specialized land use regulations may be initiated by the ~~Board~~BOCC, by the Planning Commission, the Community Development Director, by any person who owns a legal interest in real property within the county, or by any person residing within the county.

1. **PROCESS FOR DESIGNATION OF AN AREA**. The following process shall be followed for designation of a special area:

   a. **~~BOARD~~BOCC IDENTIFIES PROPOSED AREA**. The ~~Board~~BOCC, by motion at a regular meeting, shall identify a proposed, designated special area, shall identify, generally, the rationale for specially designating such area, and shall instruct the Community Development Director to prepare the map, report and proposed regulations required by Section 1-110: B.1. b: *Preparation of Map, Report and Proposed Regulations*.

   b. **PREPARATION OF MAP, REPORT AND PROPOSED REGULATIONS**. The Community Development Director shall prepare a map specifically identifying the area to be included within the designated geographic area and a report evaluating the need for the proposed designation. The map shall be drawn at a scale no smaller than the standard U.S. Geological Survey quadrangle map for that area. The Community Development Director shall also prepare a draft of regulations governing the Special Area, and applicable amendments to this *Resolution* that would accompany the designation. Those amendments shall be evaluated pursuant to Section 1-113: *Amending This Land Use Resolution*, and shall be reviewed concurrently with the proposed designation. Notwithstanding any provision in any Special Area regulations to the contrary, the persons ~~set forth in~~ set forth in Section 1-113(B)(1): *Amending this Land Use Resolution* may initiate amendments to any Special Area regulations for any Special Area designated by the BOCC. Such initiation of amendments shall follow the procedures set forth in Section 1-113: *Amending this Land Use Resolution.*

   c. **MATERIALS FORWARDED TO PLANNING COMMISSION AND ~~BOARD~~BOCC**. The map, report, and any amendments proposed for this *Resolution* shall be forwarded to the Planning Commission and the ~~Board~~BOCC.

   d. **PUBLIC HEARING**. The ~~Board~~BOCC and Planning Commission shall jointly conduct a public hearing. Notice shall be provided pursuant to Section 3-112: *Notice of Public Hearing*, except that the County shall be responsible for notifying all those persons whose properties would be located in the proposed special area. Conduct of the hearing shall comply with Section 3-113: *Conduct of Public Hearing*.

   e. **PLANNING COMMISSION REVIEW AND RECOMMENDATION**. The Planning Commission shall review the materials, considering the requirements of Section 1-110: C: *Standards of Approval* and shall forward its recommendations to the ~~Board~~BOCC.

   f. **~~BOARD~~BOCC REVIEW AND ACTION**. The ~~Board~~BOCC shall consider the map, report, the proposed regulations, the Planning Commission's recommendation, the public testimony and evidence provided at the public hearing, and the requirements of Section 1-110: C: *Standards of Approval*. The ~~Board~~BOCC, by written resolution, shall adopt the designation and proposed regulations, adopt the designation and proposed regulations with modifications, or deny the designation and proposed regulations.

   g. **RECORDING THE DESIGNATION**. If the ~~Board~~BOCC adopts the proposed designation and proposed regulations, with or without modification, then within 30 days following the action, a copy of the map depicting the geographic area, the resolution adopting the designation and the proposed regulations shall be recorded in the office of the Gunnison County Clerk and Recorder.

C. STANDARDS OF APPROVAL. The Planning Commission and the ~~Board~~BOCC, at a minimum, shall consider the following when designating a particular geographical area as subject to specialized land use regulations, and in their respective actions, shall enter findings relative to each of the following elements:

1. **DEVELOPMENT ACTIVITY.** The intensity and type of current and foreseeable development in the area.
2. **RATIONALE AND NEED FOR DESIGNATION**. The purpose and need of the proposed designation.
3. **BOUNDARIES**. The proposed boundaries of the area proposed for designation.
4. **COMMUNITY PLAN OR TECHNICAL STUDY**. Any community plan or technical study that may have been conducted regarding the proposed designation.
5. **ALTERNATIVES**. Whether the particular purpose to be achieved by the designation can be best achieved by designating that geographic area for specialized land use regulation, or whether the purpose could better be achieved by an alternative method, including the adoption of regulations that would apply countywide.
6. **ADVERSE IMPACTS AND EXPECTED BENEFITS**. Any adverse impacts that can reasonably be anticipated to result from development in the area if the designation were not to occur, and the expected benefits that can reasonably be anticipated to result from the review of that development in a specialized manner.

SECTION 1-111: CONSTRUCTION AND WORD USAGE

A. LIBERAL CONSTRUCTION. This *Resolution* and the terms of it are to be liberally construed to effect the purposes of this *Resolution*.

B. MORE VERSUS LESS RESTRICTIVE REQUIREMENTS. Where there exists a conflict or overlap between different requirements in this *Resolution*, or between this *Resolution* and any other resolution, regulation or ordinance adopted by Gunnison County, or between this *Resolution* and any other applicable state or federal requirement or statute, the requirement that is the more restrictive or particular shall prevail over that which is less restrictive or is more general.

C. TEXT VERSUS TABLE, ILLUSTRATION, GRAPHIC DEPICTION OR TITLE. If a conflict or overlap arises between the requirements of the text of this *Resolution* and any table, illustration, graphic depiction, or the title of any table, illustration, graphic depiction or section, the requirements of the text shall prevail.

D. PRIVATE AGREEMENTS. It is not the intent of this *Resolution* to unreasonably interfere with, abrogate, or annul any easement, covenant, deed restriction, or other agreement between private parties. If the requirements of this *Resolution* impose a greater restriction than imposed by a private agreement signed after the effective date of this *Resolution*, the requirements of this *Resolution* shall control; if the requirements of a private agreement impose the greater restriction, the requirements of the private agreement shall take precedence. The County shall not be responsible for enforcing applicable requirements of private agreements other than those to which the County is a party, in which case the County shall have the sole discretion to decide whether to enforce.

E. REQUIREMENTS ARE MINIMUM REQUIREMENTS. The requirements of this *Resolution* shall be regarded as the minimum requirements necessary for the protection of the public health, safety, general welfare, and the environment.

F. DELEGATION OF DUTIES BY DEPARTMENT HEAD. Whenever a provision requires the Community Development Director or the head of any other County department to perform an act or duty, it shall be construed to authorize the Community Development Director, or the head of that other County department, to designate, delegate, and authorize subordinates to perform the duty or act, unless the terms of the provision or section specify otherwise.

G. COMPUTATION OF TIME. The time in which an act is to be done shall be computed by excluding the first and including the last day. If a deadline falls on a weekend or County holiday, the deadline extends to the end of the next working day. Time shall be based on calendar days, not working days, unless otherwise specified.

1. **DAY**. The end of a day shall be at 5:00 p.m., Gunnison time.
2. **WEEK**. The word "week" shall mean seven days.
3. **MONTH**. The word "month" shall mean 30 days.
4. **YEAR.** The word "year" shall mean 365 days.

H. FRACTIONS. Whenever a fraction is generated in any calculation required by this *Resolution*, then fractions from .01 to .49 shall be rounded down to the next lowest whole number, and fractions from 0.50 to 0.99 shall be rounded up to the next highest whole number, unless otherwise specified.

I. MEANINGS OF CERTAIN WORDS.

1. **SINGULAR/PLURAL**. A word used in the singular may also be applied to several persons and things as well as to one person or thing. The use of the plural number shall include any single person or thing, unless the context clearly indicates the contrary.
2. **SHALL/WILL/MUST/MAY/SHOULD**. "Shall", "will" and "must" all mean the provision is mandatory; "may" means it is permissive; "should" means it is preferred.
3. **MASCULINE/FEMININE**. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.
4. **CONJUNCTIONS**. Unless the context clearly suggests otherwise, conjunctions shall be interpreted as follows:

   "**AND**" means that all connected items, conditions, requirements, or events apply.

   "OR" means that one or more of the connected items, conditions, requirements, or events apply.
5. **COMMON/TECHNICAL TERMS.** Words and phrases shall be construed according to the common usage of the term, but technical words and phrases that have acquired a particular meaning shall be understood according to that particular meaning.
6. **LISTS AND EXAMPLES.** Unless otherwise specifically indicated, lists of items or examples that use terms including "for example," "including" or similar language, are intended to provide examples, not exhaustive lists of all possibilities.

J. ABBREVIATIONS. The following abbreviations used in this *Resolution*, or as are otherwise used by the County in its review and disposition of land use issues, have the following meanings:

1. **AASHTO** means the American Association of State Highway and Transportation Officials.
2. **CDOW** means Colorado Division of Parks and Wildlife.
3. **CDOT** means Colorado Department of Transportation.
4. **CGS** means Colorado Geologic Survey.
5. **C.R.S**. means Colorado Revised Statutes, including all amendments thereto.
6. **OWTS** means On-Site Wastewater Treatment System.
7. **SQ. FT**. means square feet.

SECTION 1-112: USE OF MAPS

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

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

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

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

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

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

SECTION 1-113: AMENDING THIS *LAND USE RESOLUTION*

A. PURPOSE. The purpose of this Section is to provide a process by which the ~~Board~~BOCC may, from time to time, amend, supplement or repeal this *Resolution*.

B. PROCESS TO AMEND. The following process shall apply to an application for an amendment to this *Resolution*:

1. **INITIATION.** An amendment to this *Resolution* may be initiated by any of the following:
   a. **~~BOARD~~BOCC MOTION**. The ~~Board~~BOCC 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~~BOCC.
   c. **COMMUNITY DEVELOPMENT DIRECTOR**. The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the ~~Board~~BOCC, or by first submitting it to the Planning Commission for review and recommendation to the ~~Board~~BOCC.
   d. **PROPERTY OWNER OR OTHER RESIDENT INITIATIVE**. An amendment may be initiated by a person who owns a legal interest in real property within the County, or by any person living within the County, 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 at a minimum shall include 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 telephone number.
   b. **PRECISE WORDING**. The precise wording of the proposed amendment, and the language of the article, division and/or section that it will change.
   c. **RATIONALE FOR PROPOSED AMENDMENT**. A concise statement of the purpose and need for the proposed amendment.
3. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW**. The Community Development Department shall review the application for completeness pursuant to Section 1-113: B. 2: *Submittal of Draft Amendment Language*, and compliance with Section 1-113: C. *Review Standards*.
4. **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 Section 1-113: C. *Review Standards,* and shall make a recommendation to the ~~Board~~BOCC to approve, approve with modifications, table for further study, or deny the proposed amendment.
5. **~~BOARD~~BOCC PUBLIC HEARING**. The Planning Commission's recommendations shall be forwarded to the ~~Board~~BOCC, together with a complete copy of the application, and a copy of the Community Development

Department Review. The ~~Board~~BOCC shall conduct a public hearing pursuant to Sections 3-112: *Notice of Public Hearing*, and 3-113: *Conduct of Public Hearing*.

6. **~~BOARD~~BOCC REVIEW AND ACTION.** The ~~Board~~BOCC shall consider the application, any relevant support materials, the Community Development Department's report, the Planning Commission's recommendation, the public testimony and evidence given at the public hearing, and compliance of the application with Section 1- 113: C: *Review Standards*. Following closure of the public hearing, the ~~Board~~BOCC may, by written resolution, adopt the amendments, adopt the amendments with modifications, table for further study or deny the amendments. Such resolution shall include findings that address the review standards in Section 1-113: C: *Review Standards*.

C. REVIEW STANDARDS. The decision to amend the text of this *Resolution* is at the legislative discretion of the ~~Board~~BOCC and is not controlled by any one factor. The ~~Board~~BOCC 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.

D. FEES. When an amendment is initiated by a property owner or resident, a fee to cover the cost of publishing notice of the public hearing shall be paid by the applicant as shown in a schedule of fees issued by the Community Development Department, adopted and amended from time to time by the ~~Board~~BOCC. When the amendment is initiated by the ~~Board~~BOCC, the Planning Commission or the Community Development Director, no fee shall be charged.

SECTION 1-114: INTERPRETATIONS

A. AUTHORITY. The Community Development Director shall be authorized to make a written interpretation of the requirements of ~~the~~ this *Resolution*, and the designations made on official County maps to determine whether a piece of property does or does not lie within or partly within a designated hazard zone, resource area, or other designated geographic area.

B. PROCESS. Persons who wish to have an interpretation of any portion of this *Resolution* may request it as follows:

1. **INITIATION.** A request for a written interpretation may be made by any person by submitting a written request to the Community Development Director. The written request shall specify the provision of this *Resolution* or the particular map designation for which an interpretation is requested. The written request shall also state the factual basis for the request. A Land Use Change Permit applicant may request a Pre-Application Conference before submitting the request for an interpretation.
2. **DETERMINATION OF COMPLETENESS FOR REVIEW**. Within 15 days of receipt of the request for an interpretation, the Community Development Director shall determine whether the request is complete, specific, and ready for review. If the Community Development Director determines the request is not complete or specific, written notice shall be sent to the applicant specifying the deficiencies. No further action shall be taken on the request until the deficiencies have been remedied.
3. **RENDERING OF INTERPRETATION**. Within 30 days of determining that the request for an interpretation is complete, the Community Development Director shall evaluate the application, consult with the County Attorney and other staff as necessary, and render a written interpretation. When rendering the interpretation, the Community Development Director shall consider the County's legislative intent in adopting the provision, as expressed in this *Resolution*, and as may be determined from the County's official records.

C. OFFICIAL RECORD. The Community Development Department shall keep an official written record of all written interpretations that have been rendered. The record shall be available at the Community Development Department for public inspection, on reasonable request, during normal business hours.

D. APPEALS. Interpretations or final decisions rendered by the Community Development Director may be appealed to the ~~Board~~BOCC ~~of Commissioners~~Board of ~~Adjustments~~Adjustment~~BOA~~. The appeal shall be submitted and considered pursuant to the requirements of Section 8-603: *Appeals*.

SECTION 1-115: ESTABLISHMENT OF GUNNISON COUNTY PLANNING COMMISSION

A. ESTABLISHMENT. The Gunnison County Planning Commission is hereby established.

B. POWERS AND DUTIES. The Planning Commission shall have authority to act as provided by state statute and by the ~~Board~~BOCC in this *Resolution*. Authority under state law includes the following: Title 30, Article 28; Title 24, Article 65.1; Title 24, Article 67; Title 29, Article 20; and Title 30, Article 11.

C. INITIAL COMMISSION. The membership and composition of the initial Planning Commission established pursuant to this Section shall be the same as the Planning Commission existing at the time immediately before the effective date of this *Resolution*. Members shall serve out their respective remaining terms of office.

D. REGULAR MEMBERS. The Planning Commission shall be comprised of five regular members.

E. REGULAR MEMBER'S LENGTH OF TERM. The term of each member shall be three years.

F. ALTERNATE MEMBERS. The ~~Board~~BOCC, in its discretion, may appoint as many as two alternate members.

G. RESIDENCY REQUIRED. Each regular and alternate member shall be a resident and shall have been a resident of Gunnison County for at least one year before appointment.

H. VACANCIES AND REMOVAL OF MEMBERS. The ~~Board~~BOCC of Commissioners shall fill vacancies and may remove a member for non-performance of duty or misconduct, as it deems appropriate in the exercise of its discretion. In the event that any member is temporarily unable to act owing to absence, illness, conflict of interest, or any other cause, such position shall be filled during the temporary disability by an alternate member in accordance with the bylaws or guidelines, if applicable, or by order of the chairperson of the Commission.

I. COMMISSION BYLAWS OR GUIDELINES. The ~~Board~~BOCC, after recommendation by the Planning Commission, shall adopt or amend bylaws or guidelines establishing the Commission's procedures. A copy of the bylaws or guidelines shall be available to the public during regular business hours in the Community Development Department.

J. RECORD OF COMMISSION PROCEEDINGS. The Planning Commission shall keep a record of its proceedings, which record shall be open to inspection at the Community Development Department by the public during regular business hours.

SECTION 1-116: ESTABLISHMENT OF GUNNISON COUNTY BOARD OF ADJUSTMENT~~S~~

A. ESTABLISHMENT. There is hereby established the Gunnison County ~~Board~~Board ~~of~~ ~~Adjustments~~Adjustment.

B. POWERS AND DUTIES. The powers and duties of the Board of ~~Adjustments~~Adjustment shall be as follows:

1. **GRANTING OF VARIANCES FROM SETBACK REQUIREMENTS.** The Board of ~~Adjustments~~Adjustment shall have the final authority to grant variances from setback requirements where, by reason of unusual narrowness, shallowness, or shape of a specific parcel existing as of the effective date of this *Resolution*, or by reason of unusual topographic conditions or other situations or conditions of the parcel, none of which shall be self-imposed, the strict application of the requirements of Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way* would result in peculiar practical difficulties to, or undue hardship upon, the owner of that property. The Board of ~~Adjustments~~Adjustment may grant a variance from such strict application to relieve those difficulties or hardship, if such relief may be granted without substantial detriment to the public health, safety and welfare and without substantially impairing the intent and purposes of this *Resolution*.

2. **APPEAL~~S OF ACTION BY COMMUNITY DEVELOPMENT DIRECTOR~~**. The Board of ~~Adjustments~~Adjustment shall have the authority to hear and decide appeals~~,~~ as set forth in Section 8-103: *Appeals*. ~~when it is alleged by an applicant that the Community Development Director has made an error in any order, requirement, decision, or refusal related to the granting of variances from setback requirements, pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.~~

~~C. **INITIAL BOARD**. The membership and composition of the initial Board of AdjustmentsAdjustment established pursuant to this Section shall be the same as the Board of AdjustmentsAdjustment existing at the time immediately before the effective date of this *Resolution*. Members shall serve out their respective remaining lengths of terms of office.~~

~~D~~C. **REGULAR MEMBERS**. The Board of ~~Adjustments~~Adjustment shall be comprised of ~~five~~ two ~~regular~~ members appointed by the ~~Board of County Commissioners~~BOCC and the three elected Commissioners of the BOCC. ~~Board of County Commissioners.~~ The two members who are not ~~BOCC~~Gunnison County Commissioners may also be members of the Planning Commission.

~~E~~D. **REGULAR MEMBER'S LENGTH OF TERM.** The term of the two regular ~~each~~ members and any associate members shall be ~~three~~ one years. T~~he Board shall establish staggered terms for the members.~~ The BOCC may remove any member of the BOA, who is not also a BOCC member, pursuant to Section 1-116(G): *Vacancies and Removal of Members*.

~~F~~E. ~~**ALTERNATE**~~ **ASSOCIATE MEMBERS**. The ~~Board~~BOCC, in its discretion, may appoint as many as two ~~alternate~~ associate Board of ~~Adjustments~~Adjustment members. In the event that any regular member is temporarily unable to act owing to absence from the County, illness, interest in a case before the BOA, or any other cause, his or her place may be taken during such temporary disability by an associate member designated by the BOCC, or the majority vote of the BOA, for that purpose.

GF. **RESIDENCY REQUIRED**. Each regular and alternate member shall be a resident and shall have been a resident of Gunnison County for at least one year before appointment.

~~H~~G. **VACANCIES AND REMOVAL OF MEMBERS**. The ~~Board of Commissioners~~BOCC shall fill vacancies and may remove a member of the BOA ~~for~~ for cause after the BOCC, by resolution, adopts written charges and after a public hearing conducted by the BOCC, ~~non-performance of duty or misconduct, as it deems appropriate in the exercise of its discretion, except for currently elected Board of County Commissioners~~ that an elected Commissioner of the BOCC may not be removed in such a manner. ~~In the event that any member is temporarily unable to act owing to absence, illness, conflict of interest, or any other cause, such position shall position during the temporary disability by an alternate member in accordance with the bylaws, if applicable, or by order of the chairperson of the CommissionBoard of County Commissioners.~~ In the event that any regular member is temporarily unable to act owing to absence from the County, illness, interest in a case before the BOA, or any other cause, his or her place may be taken during such temporary disability by an associate member designated by the BOCC, or the majority vote of the BOA, for that purpose. A person appointed to fill a vacancy on the BOA shall serve the remainder of the term of the member whose removal or resignation caused the vacancy.

~~I~~H. ~~**BOARD**~~**BOCC OF ADJUSTMENTS BYLAWS OR GUIDELINES**. The ~~Board~~BOCC, after recommendation by the ~~Board~~Board of ~~Adjustments~~Adjustment, shall adopt and amend such bylaws or guidelines establishing procedures for the ~~Board~~Board of ~~Adjustments~~Adjustment as may be necessary. A copy of the appropriate document shall be available for public inspection during regular business hours in the Community Development Department.

~~J~~I. **RECORD OF BOARD OF ADJUSTMENT~~S~~ PROCEEDINGS**. The ~~Board~~Board of ~~Adjustments~~Adjustment shall keep a record of its proceedings, which record shall be available to the public during regular business hours of the Community Development Department.

SECTION 1-117: REPEALER

A. **REPEAL OF FORMER *GUNNISON COUNTY LAND USE RESOLUTION*.** Adoption of this *Resolution* repeals the former *Gunnison County Land Use Resolution* and amendments to it.

B. Adoption of this *Resolution* repeals the former Gunnison County Mobile Home Park and Individual Mobile Home Regulations.

C. **REPEAL OF GUNNISON COUNTY SIGN CODE.** Adoption of this *Resolution* repeals the former *Gunnison County Sign Code*.

D. **REPEAL OF GUNNISON COUNTY FLOOD DAMAGE PREVENTION RESOLUTION**. Adoption of this *Resolution* repeals the former *Gunnison County Flood Damage Prevention Resolution.*

E. **REPEAL OF RESOLUTION NO. 99-20**. Adoption of this *Resolution* repeals the ~~Board~~BOCC of County Commissioners' Resolution No. 99-20, *A Resolution Promulgating Temporary Land use Regulations Regarding For Staging Special Events, Erecting Temporary Structures On Construction Sites, And Camping On Private Property.*

F. NON-REVIVAL OF FORMERLY REPEALED ORDINANCE, CODES, AND OTHER REGULATIONS. The repeal of the documents listed in Sections 1-117: A through E does not revive any other requirements, resolutions, ordinances, codes, or other regulations repealed by any of those documents.

G. EFFECT ON PENDING APPLICATIONS AND PREVIOUSLY APPROVED PERMITS. Repeal of the documents listed in Sections 1-117: A through E does not affect approval of applications pending as of the effective date of this *Resolution*, or enforcement of permit conditions imposed under the requirements of those documents.

SECTION 1-118: SEVERABILITY

If any Article, Division, Section, paragraph, clause, provision, or portion of this *Resolution* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of this *Resolution* as a whole or any part of this *Resolution* other than the part determined to be unconstitutional or invalid. If any application of this *Resolution* to a particular structure, parcel of land, or body of water is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, land, or water not specifically included or referenced in that judgment.

SECTION 1-119: IMPACT FEES AND DEDICATIONS

Gunnison County may require an applicant, as a condition of approval of a Land Use Change Permit, to dedicate real property to the public, or pay money to a public entity if there is an essential nexus between the dedication or payment and a legitimate government interest, the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed use or development of such property, and Gunnison County has duly adopted standards for such dedication or payment that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner.

ARTICLE 2: DEFINITIONS

SECTION 2-101: PURPOSE

The purpose of this Article is to define words, terms, and phrases used in this *Resolution*, or that are otherwise used by the County in its review and actions concerning land use issues.

SECTION 2-102: DEFINITIONS

The following words, terms, and phrases shall have the following meanings when used in this *Resolution* or that are otherwise used by the County in its review and disposition of land use issues.

ABUT means adjacent or contiguous to, or sharing a common border.

ACCESS means the place, method or way by which pedestrians and vehicles obtain usable ingress and egress to a property or land use.

- **RESIDENTIAL ACCESS** means an ingress or egress to no more than two residences or lots, including any that includes a home occupation, or a multiple-family residence as defined by this *Resolution*.
- **AGRICULTURAL ACCESS** means the access providing ingress and egress exclusively to an agricultural operation, and not to any residences.
- **COMMERCIAL ACCESS** means the access providing ingress and egress to any activity defined by this *Resolution* as commercial.
- **INDUSTRIAL ACCESS** means the access providing ingress and egress to any activity defined by this *Resolution* as industrial.

ACCESSORY STRUCTURE OR SECONDARY USE STRUCTURE means a use or structure that is located on the same parcel as the primary use or structure, clearly incidental, secondary and subordinate to the primary use or structure on the parcel; is devoted to the primary use or structure; is customarily found in conjunction with the primary use or structure; is not incompatible with the primary use or structure; and is subordinate in purpose to the primary use or structure.

ACTIVE SOLAR SPACE HEATING means a heating system that includes all of the following:

- A means of collection of the sun's energy; and
- Absorption of the solar gain into a mass capable of storing the heat such as concrete, rock or water; and
- Distribution of the heat by mechanical means; and
- Control of the system by convective venting, circulating fans or shading.

ADJACENT means abutting or contiguous to or sharing a common border.

ADJACENT PROPERTY OWNER means an owner of record (as recorded in the most current records on file in the Gunnison County Assessor's Office) of any estate, right, or interest in real property that immediately abuts another parcel.

ADMINISTRATIVE REVIEW PROJECT means a Project that is classified and reviewed pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits* and Article 5: *Administrative Review Projects That Require Land Use Change Permits.*

ADULT-ORIENTED USE means a use of property where the primary, accessory or other use, or a significant adjunct to another use of the property, is the sale, rental, display, or offering of books, magazines, publications, tapes or films, live entertainment, dancing, or material, that is distinguished or characterized by its emphasis on depicting, exhibiting, describing, or relating to sexual activities or special anatomical areas that include the following body parts, when they are less than completely and opaquely covered: human genitals, public region, buttocks, and female breast below a point immediately above the top of the aureola. An adult-oriented use includes, but is not limited to, an adult bookstore; adult club, cabaret or restaurant, with or without a liquor license; and adult motion picture or audio-visual theatre.

ADVERSE means unfavorable or harmful.

AFFORDABLE HOUSING means housing that is affordable to very low-income, low-income, or moderate-income persons, as defined by the U.S. Department of Housing and Urban Development, and is legally restricted to occupancy solely by those very low-income, low-income or moderate-income person(s) through the use of a covenant, deed restriction, a Development Improvement Agreement, or by transfer of an appropriate interest to a state, county, or municipal housing authority or nonprofit housing organization.

AGGREGATE:

- **AGGREGATE STRUCTURES** means the whole of the square footages of all residences and other structures on the same lot.
- **AGGREGATE MATERIALS** means the material formed of particles of soil and rock found in the extraction of construction materials and processing for concrete or batch product.

AGRICULTURE means the use of the land for the primary purpose of making a profit from farming or ranching as it may include:

- The production, cultivation, growing, and harvesting of plant crops, but not including the harvesting of trees unless incidental to other agricultural operations; or
- The raising and/or the breeding of livestock including horses, dairy and beef cattle, sheep, goats, fur-bearing animals, poultry and swine, so long as they are not large confined animal feeding operations (CAFO); or
- The production of nursery products and sod; and
- The harvesting, storage, grading, packaging, processing, distribution, and sale or trade of such commodities where such activities occur at the point of production.

It specifically does not include the uses, structures and retail services normally associated with kennels, veterinary hospitals, the commercial slaughter of animals or commercial riding stables. For purposes of this *Resolution*, classification of the use of the property by the Gunnison County Assessor's Office is not definitive or binding for purposes of this definition, nor shall the existence of a conservation easement on the property otherwise defined as agricultural affect that definition.

AGRICULTURAL LANDS means any lands primarily in agricultural use.

AGRICULTURAL OPERATION means an activity that primarily involves agriculture as defined in this *Resolution*.

AGRICULTURAL STRUCTURE means a structure located on a farm or ranch and used in an agricultural operation for the storage, repair, and maintenance of farm or ranch equipment and supplies, or for the raising and/or storage of crops and livestock. These include, but are not limited to, barns, corrals, silos, workshops, equipment sheds, greenhouses smaller than 2,500 sq. ft., storage and shelter structures. An agricultural structure does not include greenhouses that are 2,500 sq. ft. or larger, enclosed arenas or other enclosed areas when the activities that occur there provide services and/or goods to the general public on site.

AIRCRAFT means any device capable of flight that is licensed or regulated by the Federal Aviation Administration.

AIR DESTRATIFICATION SYSTEM means a system devised for circulation of air, comprised of an air return system, and ceiling fan.

AIRPORT means any area of land, water, or structure that is used for the landing or taking off of aircraft, for private, business or commercial purposes, including, but not limited to, all facilities for passenger or cargo loading, or maintenance, fueling, shelter or storage of aircraft; including, but not limited to, any area for provision of services, including flight instruction, charter or air freight service, or for receiving or discharging passengers or cargo, and all appurtenant areas used or acquired for airport buildings or other airport facilities, and all appurtenant rights-of-way. An airport is "publicly owned" for purposes of this *Resolution* if the area used for the landing and taking off of aircraft is owned, operated, controlled, leased to or leased by Gunnison County.

AIRPORT HAZARD means any natural formation, structure, or use of land that obstructs the air space required for the safe flight of aircraft in landing or taking off at an airport or is otherwise hazardous or creates hazards to such safe landing or taking off of aircraft, endangers the lives and property of the general public, of users of the airport or of occupants of land in its vicinity, or reduces the size of the area available for the landing, taking-off, or maneuvering of aircraft, thus tending to destroy or impair the utility of the airport.

ALLEY means a public way of limited use intended only to provide access to the rear or side of lots within recorded platted townsites or subdivisions.

ALTERATION means a change in the structural parts of, or an enlargement of a structure, whether by extending it on a side, by increasing its height, or by moving it from one location to another, whether on the same or separate parcels.

ALTERNATIVE TRANSPORTATION FACILITY means a trail, sidewalk, public bus or van, rail, or other facility that

provides an alternative mode of transportation to travel by private automobile.

ANIMAL:
- **DOMESTIC ANIMAL** means a small animal customarily kept in a dwelling for company as a pet, including, but not limited to, dogs and cats.
- **EXOTIC ANIMAL** means an animal, other than livestock, introduced from outside the Rocky Mountain region.
- **LIVESTOCK** means horses, dairy and beef cattle, sheep, goats, fur-bearing animals, poultry and swine.
- **NON-DOMESTIC ANIMAL** means an animal not customarily adapted to live and breed in a tamed condition, such as a red-tailed deer, antelope, moose or elk.

APPLICANT means any person applying for any permit described in this *Resolution*.

AQUIFER RECHARGE AREA means any area where surface water may infiltrate to a water-bearing stratum of permeable rock, sand or gravel.

AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size, as established and defined in an annual schedule published by the U.S. Department of Housing and Urban Development (HUD).

ARCHEOLOGICAL RESOURCE, CULTURAL RESOURCE OR HISTORICAL RESOURCE means those resources that have been designated by the Gunnison County Historical Preservation Commission, on the National Register of Historic Places (National Register), and/or as may be considered under the National Historic Preservation Act. A site may also be so identified by the Colorado State Historic Preservation Officer.

ASPECT means the primary direction the land surface faces.

ASPHALT PLANT/BATCH PLANT means a site, temporary or permanent, where gravel, sand, cement or various petroleum derivatives are combined for the production of paving and/or construction materials, or to create a substance used for paving, roofing and waterproofing.

AVALANCHE HAZARD AREA means an area where a mass of snow or ice and other material that may be incorporated into it moves rapidly down a mountain slope with a predictable recurring frequency over time and at a predictable impact pressure.

BACK COUNTRY, WINTER BACK COUNTRY, OR INACCESSIBLE WINTER BACK COUNTRY means a remote area that is not reasonably accessible during the entire winter for the timely provision of emergency services.

BACK-FILLING means the dumping of earthen materials into excavated holes, or covering exposed features with soil. This can be done to protect features, or to level ground for construction of a road or building. In mining practice, it means the return of overburden or non-toxic waste material into an adit or excavated portion of a mine property.

BED AND BREAKFAST means a single-family residence used primarily for that purpose and that provides temporary accommodations to guests for compensation, with or without meals.

BEST MANAGEMENT PRACTICES means those conservation techniques and management measures that:
- Control soil loss and reduce water quality degradation caused by nutrients, human and animal waste, toxins, and sediment; and
- Minimize adverse impacts to groundwater and surface-water flows; and
- Minimize adverse impacts to the chemical, biological, and physical characteristics of wetlands, ponds, streams, and riparian areas.

BOA means the Board of ~~Adjustments~~Adjustment of Gunnison County, Colorado.

BOARD means the ~~Board~~Board of County Commissioners ~~(BOCC)~~ of Gunnison County, Colorado.

BOCC means the Board of County Commissioners of Gunnison County, Colorado.

BORROW SITE means a site used for the extraction of earthen materials including sand, gravel, rock or dirt.

BOUNDARY LINE ADJUSTMENT means the transfer of a portion of a parcel from that parcel to an adjacent parcel, or the realignment of boundary lines between adjacent parcels, resulting in no increase in the number of parcels.

BUFFER means landscape and/or architectural elements, either existing or additional, which provide a logical and reasonable transition to and between adjoining uses.

BUILDING means any structure used for shelter, or enclosure of persons, animals or property of any kind; a fence is not a building.

BUILDING ENVELOPE means a designated area of a lot or parcel within which all structures, and, if required, an

Commented [MH1]: "The board of county commissioners of any county which enacts zoning regulations under the authority of this part 1 shall provide for a board of adjustment[.]" § 30-28-117, C.R.S.

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On-Site Wastewater Treatment System, are to be confined.

BUILDING FOOTPRINT means the outline of the total area that is covered by a building at ground level.

BUILDING HEIGHT (STRUCTURE HEIGHT) means the vertical distance from grade plane to the average height of the highest roof surface

BUILDING INSPECTOR means the County staff person authorized to administer and enforce the applicable building code, adopted and amended by Gunnison County.

BUILDING PERMIT means a permit that is required to be obtained from the Building Inspector before the erection, construction, alteration, moving, relocation, or change of use of any structure.

BUILDING SIZE means the maximum area of square footage measured by the same standards as set forth in the applicable building code, adopted and amended by Gunnison County, excluding permanently unenclosed decks, patios, and porches.

BUSINESS has the same meaning as "Commercial."

CAMPGROUND means a tract or development providing facilities or accommodations for the temporary parking or placement of camping or other recreational vehicles or tents for recreation, education, or outdoor recreational activities, including, but not limited to, structural improvements including covered cooking areas, group facilities, self-contained travel trailer/motor home sites, tent sites, restroom and shower facilities, and laundry facilities for the convenience of temporary occupants.

CAMPING – LONG TERM CAMPING means the use of a camping shelter for the private, non-commercial use by the owner or guests on a legal parcel, for camping that exceeds 14 days in a consecutive three month period. A maximum stay of 180 days cumulative, in a calendar year, is permitted with the issuance of a long term camping permit. Long term camping is a temporary, recreational or leisure activity.

CAMPING SHELTER means a tent, a yurt not placed on a permanent foundation, a self-propelled or towed camping unit including, but not limited to, vacation trailer, or camper, intended for recreational purposes, and not for permanent residential purposes, constructed of a combination of man-made and natural materials and that is not addressed as a habitable residence by the applicable building code, adopted and amended by Gunnison County.

CHANGE IN CIRCUMSTANCES OR CHANGE IN CONDITION means that the land uses, public facilities, infrastructure capacity, or environmental characteristics impacting or surrounding a development have changed.

CHARACTER means the distinct physical characteristics of a structure or area that set it apart from its surroundings and contribute to its individuality. Structural character refers to density, height, coverage, setbacks, massing, design and type of windows, materials, and scale of materials. Character of an area means the nature of the area in terms of intensity of use.

CHILD CARE CENTER means a residence or facility that provides regular care and supervision, for compensation, for an entire day or a portion of a day, for children who are not related to the owner, operator, or manager of the center. For purposes of this *Resolution*, a child-care center shall not mean in-home baby-sitting.

CHURCH means a building, together with its accessory buildings and uses, that by design and use is primarily intended for conducting organized public religious services.

CIVIC BUILDING means any building (public or private) primarily used for public or civic functions including, but not limited to, government offices, community centers, schools, and religious buildings.

CLUSTER OR CLUSTER DEVELOPMENT means the concentration of development, including buildings, driveways, and water supply and wastewater treatment facilities, on one or more areas of a development parcel, preserving the remainder as productive agricultural land or undeveloped open space, and avoiding impacting areas of identified value for wildlife habitat, scenic features of a rural landscape, historical agricultural uses, and significant environmental features including wetlands, bodies of water, geologic hazard, or significant vegetation. Clustering allows flexibility in layout and protection of identified valuable characteristics of a development parcel.

CODE OF THE WEST means the publication distributed by several counties in the Western United States that explains to new residents and visitors the differences in levels of services between urban and rural areas, and activities that take place in ranching communities that may be different from those in urban areas. Gunnison County has written and printed its own version, available online and in the Community Development Department.

COMMERCIAL means any establishment engaged in the retail or wholesale sale 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" shall also mean "business."

COMPATIBLE means consistent with, harmonious with, similar and complementary to, the use and/ or function of natural systems and/or existing land uses in an area.

CONDOMINIUM means a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions. A common interest community is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

CONSERVATION DEVELOPMENT means a parcel of at least 120 acres, of which at least 110 acres is permanently preserved by conservation easement acceptable to the County, and on the remainder of which there is or will be no more than one primary residence, and that is legally and permanently prohibited from future subdivision.

CONSTRUCTION MATERIALS means rock, clay, silt, sand, gravel, limestone, dimension stone, topsoil, marble or shale extracted for use in the production of nonmetallic construction products.

CONSTRUCTION MATERIALS PROCESSING means any activities associated with the extraction, storage or preparation of construction materials for use, including but not limited to, crushing, screening, washing, slabbing, polishing, grinding, concrete or asphalt preparation, batching or recycling, or other such action.

CONTIGUOUS means abutting or adjacent to or sharing a common border.

CORRECTION PLAT means a rerecording of a previously approved plat that is intended to correct a technical error in the plat.

COST means the total monetary amount to be paid, including, but not limited to, any amounts to be paid for land acquisition, capital improvements, construction, fixtures, equipment, labor, materials, operation, maintenance, monitoring, financing, debt service, planning, permitting, and similar purposes.

COUNTY means Gunnison County, Colorado, its officers, employees and agents.

CRITICAL PATH means the sequence of tasks that forms the longest time a Project will take. Therefore, if a task on the critical path is delayed, it will add additional time to the Project. The critical path is "critical" because one task that follows another in a Project cannot be started until all the previous tasks on the critical path are completed.

CUMULATIVE IMPACTS/EFFECTS means the combined impacts of two or more uses or activities. The impacts may be related to the number of individual activities, or to the number of repeated activities on the same piece of ground. Cumulative impacts/effects can result from individually minor but collectively significant actions taking place over a period of time.

CUT means an area where soil or earth is excavated or removed in conjunction with development activities.

DECISION-MAKING BODY means the individual or body that has final authority to approve or deny a particular type of application.

DEDICATED CONSERVATION EASEMENT means the permanent written conveyance or setting aside by the owner of an interest in land or water by an appropriate recorded conservation easement, or by an appropriate recorded deed with conservation covenants acceptable to the County. A recorded conservation easement or deed with conservation covenants shall be acceptable only if the County determines that the preserved land will be preserved essentially in its natural or agreed-upon improved state, and is subject to the County's determination that the easement or otherwise conserved land has public benefit. The Grantee of Conservation Easements must be an organization qualified to hold conservation easements (as defined by the Internal Revenue Service) acceptable to Gunnison County.

DEDICATION means the conveyance or setting aside by the owner of an interest in land or water to the County or other public entity for the use of the public, and accepted for such use by or on behalf of the public by the ~~Board~~BOCC or other public entity, or by an appropriate recorded conservation easement or recorded deed with conservation covenants acceptable to the County, to which the County is a party and that the County has authority to enforce.

DEED RESTRICTION OR DEED RESTRICTED means a provision in a deed, recorded in the records of the Clerk and Recorder of Gunnison County, mandating, limiting or prohibiting certain uses of a parcel of real property and/or structures, in perpetuity.

DENSITY means the number of units within a fixed area, for example, the number of residences per acre.

- **GROSS DENSITY** means the total number of units divided by the total land area within the boundary of the proposed land use change, including publicly dedicated roads, open space or other facilities.

- **NET DENSITY** means the total number of units divided by the total land area within the boundary of the Project, excluding publicly dedicated roads, open space or other facilities.

DETENTION means the practice and process associated with the delayed release of storm water to reduce peak flow, to maintain base flow, to increase opportunity for recharge to groundwater, to reduce nutrient and sediment loading to surface water bodies, and to reduce opportunity for surface runoff and soil erosion.

DETENTION STRUCTURE means a permanent structure for the temporary storage of storm water runoff that is designed so as not to create a permanent pool of water.

DEVELOPMENT means any activity that is a land use change. (Also, see "Land Use Change.") For purposes of Section 11-103: *Development in Areas Subject to Flood Hazards* "development" means a man-made change to improved or unimproved real estate, including, but not limited to, buildings and other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials. The County reserves the right to make interpretations as to what constitutes development in areas subject to flood hazards.

DEVELOPMENT AREA means those geographic areas within the county that will be developed or altered directly by the construction or operation of a proposed Project.

DEVELOPMENT AGREEMENT means a legal agreement entered between Gunnison County and an applicant for a Land Use Change Permit, providing for the extension of a statutory vested property right and identifying the consideration and conditions for such an extension.

DEVELOPMENT IMPROVEMENT AGREEMENT means a legal agreement entered between Gunnison County and an applicant for a Land Use Change Permit providing the applicant's financial and other guarantees to construct the approved improvements.

DEVELOPMENT SITE means the area of a parcel on which construction or activity, or an otherwise designated change in use is proposed or will occur as part of a land use change Project. It may include all or part of a parcel.

DISTRIBUTION LINE means a line whose principal purpose is to distribute electric power, oil, water, natural gas, telephone, cable television, or similar amenities or services from a transmission line or other local point of origin (such as a substation) to an individual customer or customers to provide greater reliability for an overall distribution system. Connection between the distribution line or system and customers is typically, but not always, made by means of a service line.

DRAINAGE FACILITIES OR DRAINAGE SYSTEM means a system of man-made structures designated to collect, convey, hold, divert or discharge storm water, and to mitigate surface water quality impacts, and includes storm water sewers, culverts, control structures, detention and retention facilities.

DUDE RANCH See "Resort."

DUPLEX See "Residence."

DWELLING UNIT See "Residence."

EASEMENT means a conveyance or reservation of an incident of ownership in real property for one or more specific purposes, public or private.

EFFECTIVE DATE OF THIS *RESOLUTION* means January 8, 2001, the date on which this *Resolution* was adopted by the ~~Board~~BOCC.

ENERGY-EFFICIENT APPLIANCES means appliances that have been rated energy- efficient by a program such as Energy Star.

ENGINEERED LUMBER means recycled/reconstituted wood materials that employ laminated wood chips or strands and finger jointing (the gluing of larger pieces together).

ENHANCED SOLAR ORIENTATION AND ACCESS means orienting a building on a site so that access to sunlight is substantially unobstructed, and so that the long axis of the building is oriented east/west to minimize solar gain in the summer and maximize solar gain in the winter, and there is minimal use of windows on the north and west sides of the building.

ENVIRONMENTAL HEALTH OFFICIAL means the County staff person authorized to administer and enforce the *Gunnison County On-Site Wastewater Treatment System Regulations*, or his/her authorized designee.

EQUIVALENT PERFORMANCE ENGINEERING BASIS means, with regard to manufactured housing, that by using engineering calculations or testing, following commonly accepted engineering practices, all components and subsystems will perform to meet health, safety and functional requirements to the same extent as required for other

single-family residences.

ERODIBLE SOIL means a soil whose particles are easily detached and entrained by air or water passing over or through the soil, a soil that lacks significant internal strength and has little resistance to erosion.

ESSENTIAL HOUSING means housing for qualified households as determined by the Gunnison County Housing Authority.

ESSENTIAL HOUSING PROJECTS means housing developments in which all residences are deed-restricted Essential Housing.

ESSENTIAL SERVICES means the development and/or maintenance of public utilities or County-approved underground, surface or overhead gas, electrical, steam, fuel or water transmission or distribution systems, including, but not limited to, towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals and hydrants.

EXPANSIVE SOILS means soil and rock that contain clay and expand or swell to a significant degree upon wetting, and shrink upon drying.

EX PARTÉ COMMUNICATION means an oral or written, off-the-record communication made to or by a member of a review or decision-making body, other than the Community Development Director, without notice to all parties involved, that discusses the merits, or could affect the outcome, of a decision or recommendation to be made by that decision-making body.

FACTORY-BUILT HOUSING means any structure, or component thereof, designed primarily for residential occupancy, including a mobile home that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

FARM OR RANCH STAND means a temporary structure for the display and sale of primarily raw farm or ranch products.

FILL means material such as earth, clay, sand, concrete, rubble or waste of any kind, placed, stored or dumped upon the surface of the ground, which increases the natural ground surface elevation.

FINAL PLAN means the plan described in Section 7-401: *Final Plan Application for Major Impact Projects.*

FINAL PLAT means a map prepared by a surveyor registered in the State of Colorado, in accordance with this *Resolution* as an instrument for recording of real estate interests that is approved by the ~~Board~~BOCC and is acceptable for filing with the Gunnison County Clerk and Recorder. The Final Plat shows the exact location, dimensions, size, shape, etc: of a condominium, townhouse, or subdivision, including all lots, blocks, roads, easements, and other parcels of land therein. It shall include reference to all relevant supporting materials, protective covenants, statements, opinions, and certifications as may be required by this *Resolution*.

- **SUBDIVISION FINAL PLAT** means the final design of the proposed subdivision, showing the exact location, size, and shape of lots, blocks, roads, easements, and other parcels of land therein.
- **CONDOMINIUMS, TOWNHOMES AND TOWNHOUSES PLAT** means the final as-built design of the condominium or townhouse development, showing exact locations, dimensions, sizes, and shapes of structures, as well as blocks, lots, roads, and/or easements.

FIREPLACE OR "TRADITIONAL OPEN FIREPLACE" means, indoors, an open recess for holding a fire at the base of a chimney, a hearth. Not a cook stove or an unapproved solid-fuel-burning device.

FLOOD OR FLOODING means a general or temporary condition of partial or complete inundation of normally dry land from:

- The overflow of inland waters; or
- The unusual and rapid accumulation or runoff of surface waters from any source; or
- Mudflows that are proximately caused or precipitated by accumulations of water on or under the ground.
- The collapse or subsidence of land along the shore of a lake or other water body as a result of erosion or undermining caused by waves or currents of water exceeding the anticipated cyclical levels or suddenly caused by an unusually high water level in a natural water body, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

FLOODPLAIN (100-YEAR) means land area subject to inundation because of the base flood. The 100-year floodplain is made up of three parts: the stream channel, the floodway and the floodplain. The physical location of the floodplain on flood hazard maps is representative of existing ground conditions and may be based, among other things, on historical flood records or other readily available data. Floodplain-related elements include:

- **"A ZONE"** means a Special Flood Hazard Area subject to inundation from the 100-year flood. Because detailed hydraulic analyses have not been performed, no base flood lavation or depths are shown on the FIRM map.

- **BASE FLOOD** means a flood having a one percent chance of being equaled or exceeded in any given year. Equivalent to 100-year flood.
- **BASE FLOOD ELEVATION** means the height (above sea level) that floodwaters will reach at a given elevation during the Base (100-year) event.
- **BASEMENT** means any area of the building having its floor below ground level (subgrade) on all sides.
- **CONDITIONAL LETTER OF MAP AMENDMENT (CLOMAR)** means a conditional letter of map amendment (See LOMR).
- **CRITICAL FACILITY** includes:
  Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials;
  Hospitals, nursing homes, and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood;
  Police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers that are needed for flood response activities before, during, and after a flood; and
  Public and private utility facilities that are vital to maintaining or restoring normal services to flooded area before, during, and after a flood.
- **DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)** FEMA digital floodplain map. Digital maps that serve as "regulatory floodplain maps" for insurance and floodplain management purposes.
- **DEVELOPMENT IN A FLOODPLAIN** for purposes of Section 11-103: *Development in Areas Subject to Flood Hazards* means a man-made change to improved or unimproved real estate, including buildings and other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials. The County reserves the right to make interpretations as to what constitutes development in areas subject to flood hazards.
- **EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION**-
  The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- **EXISTING CONSTRUCTION OR STRUCTURES** for purposes of Section 11-103: *Development in Areas Subject to Flood Hazards*, means structures for which the "start of construction" began before the effective date of Gunnison County's Flood Insurance Rate Map (September 29, 1989).
- **FLASH FLOODING** means a temporary flooding condition due to the rapid accumulation and runoff of surface waters from any source and is characterized by a large volume of water over a short period of time. Also, see "flood prone area."
- **FLOOD HAZARD AREA** means the land within the floodplain subject to a one percent or greater chance of flooding in a given year.
- **FLOOD INSURANCE RATE MAP** (FIRM) means an official map on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to Gunnison County.
- **FLOOD INSURANCE STUDY** means the official report provided by the Federal Emergency Management Agency (FEMA) that includes flood profiles, the Flood Insurance Rate Mate (FIRM), and the water surface elevation of the base flood.
- **FLOODPLAIN MANAGEMENT PROGRAM** means a program of corrective and preventative measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works, and floodplain management regulations.
- **FLOOD PRONE AREA** means an area adjoining a watercourse, that may be considered subject to flooding during the 100-year flood based on reliable historical information, topography, vegetation, and other naturally occurring indicators, but where precise dimensions of the 100-year floodplain have not been delineated, and includes flash-flood areas.
- **FLOODPROOFING** •means any combination of structural and non-structural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, utilities, structures and their contents.
- **FLOODWAY (REGULATORY FLOODWAY) -** The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.
- **FREEBOARD** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrologic effect of urbanization of the watershed.
- **LETTER OF MAP REVISION (LOMR)** - FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).
- **LETTER OF MAP REVISION BASED ON FILL (LOMR-F) –** FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
- **LEVEE** means a manufactured structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
- **LEVEE SYSTEM** means a flood protection system that consists of a levee, or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

- **LOWEST FLOOR** means the lowest floor of the lowest enclosed area (including basement) of a structure. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built to render the structure in violation of the applicable flood proofing and non-elevation design requirements of this *Resolution*.
- **MANUFACTURED HOME -** A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- **MANUFACTURED HOME PARK OR SUBDIVISION -** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- **NEW MANUFACTURED HOME PARK OR SUBDIVISION -** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- **MEAN SEA LEVEL** means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referred.
- **PRINCIPALLY ABOVE GROUND** for purpose of Section 11-103: *Development in Areas Subject to Flood Hazards*, means that at least 51 percent of the actual cash value of a structure, less land value, is above ground.
- **RECREATIONAL VEHICLE -** means a vehicle which is:
  1. Built on a single chassis;
  2. 400 square feet or less when measured at the largest horizontal projections;
  3. Designed to be self-propelled or permanently towable by a light duty truck; and
  4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- **SPECIAL FLOOD HAZARD AREA –** The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.
- **START OF CONSTRUCTION** for purpose of Section 11-103: *Development in Areas Subject to Flood Hazards* means the date the Building Permit was issued, if actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. Actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of roads and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as detached garages or sheds not occupied as residences or not part of the main structure; it includes substantial improvements.
- **STREAM CHANNEL** for purposes of Section 11-103: *Development in Areas Subject to Flood Hazards* means the area of the floodplain that carries the normal course of a river, stream or other watercourse.
- **SUBSTANTIAL IMPROVEMENT** for purposes of *Section 11-103: Development in Areas Subject to Flood Hazards*, means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started if the structure has been damaged, and is being restored, before the damage occurred. Substantial improvement is said to occur when the first alteration of any wall, ceiling, floor or other structural part of the building begins, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any Project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications that are solely necessary to assure safe living conditions or any alteration of a structure listed on the National Register of Historic Places or the Colorado State Inventory of Historic Places.
- **VARIANCE -** A grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance.
- **VIOLATION -** The failure of a structure or other development to be fully compliant with the floodplain regulations.
- **WATER SURFACE ELEVATION** means the height, in relation to the NGVD of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

FOREGROUND means the areas within one-half mile on either side of a public road or trail.

FORMER *GUNNISON COUNTY LAND USE RESOLUTION* means the former edition of the *Gunnison County Land Use Resolution* in effect until the effective date of this *Resolution*.

FRONTAGE means the length of that property line of a parcel that abuts a public road or highway right-of-way or easement.

GANG OF NINE means that informal term often used to reference the standards of this *Resolution* that are required to be met by all land uses pursuant to Section 1-106: *Partially Exempted Land Use Changes*.

GARAGE means a secondary structure (or part of a structure) for housing automobiles and other vehicles, but not including a commercial or industrial repair shop where cars and trucks are serviced and repaired.

GEOLOGIC HAZARD means a geologic phenomenon that conflicts with construction or land use so as to constitute a significant hazard to public health, safety, or to property, including, but not limited to, avalanches, landslides, rockfalls, alluvial fans, talus slopes, steep, unstable, or potentially unstable slopes, Mancos shale, mudflows, and faults. For purposes of this *Resolution*, the following definitions shall apply:

- **ALLUVIAL FAN** means a sloping, wedge-shaped deposit of loose rock, earth, and vegetative debris near or at the junction of a smaller stream with a larger stream valley, or where the gradient of a stream abruptly decreases. It is created by a debris flow, that is the downstream or down slope propulsion of rocks, vegetative matter, and other materials in a watery, muddy slurry.
- **DEBRIS FLOW** means an event of rapid movement of mud and fine-grained earth materials in which more than one-half the solids in the mass are larger than sand grains (including rocks, stones and boulders).
- **FAULT** means a crack or fracture in the earth's surface. A fracture or zone of fractures in the earth's surface along which there has been displacement of the sides relative to one another, parallel to the fracture.
- **LANDSLIDE HAZARD AREA** means an area where falling, slipping, or mass movement of land occurs due to a distinct surface rupture or zone of weakness. Landslides include slope failure complexes, debris slides, bedrock slides, and areas of accelerated soil creep.
- **MANCOS SHALE** means the material comprised of clays, silts, and thin layers of sand deposited during the Cretaceous Epoch, that is commonly found in areas within Gunnison County.
- **MUDFLOW HAZARD AREA** means an area subject to rapid movement of mud and fine-grained earth materials that flow down a stream, ravine, canyon, or gulch after a heavy rainfall or snowmelt runoff. Such an area is formed by successive episodes of deposition of mud and fine-grained materials. If more than one-half of the solids in the mass are larger than sand grains (including rocks, stones, and boulders) then the event is a debris flow and the area is an alluvial fan.
- **POTENTIALLY UNSTABLE SLOPE** means any slope with most of the attributes of an unstable slope, but where a past or present slope failure is not apparent.
- **ROCKFALL HAZARD AREA** means an area of either active or potential falling, rolling, or sliding of large bedrock blocks or rocks.
- **TALUS SLOPE** means an area of potential rockfall and small, localized debris flows.
- **UNSTABLE SLOPE** means a slope with landslide/earthflow physiography, where recent slope movement may not be apparent or is uncertain. Such an area may have undergone slope movement in the recent geologic past and may be susceptible to landslide, mudflow, rockfall or accelerated creep of slope-forming materials.

GRADE, FINISHED means the elevation of the finished ground after construction, filling or excavation.

GRADE, NATURAL means the elevation of the ground level in its natural state, before construction, filling or excavation.

GRADE PLANE means a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plan shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building.

GRADING means any excavating or filling of earth materials or any combination thereof.

GRAVEL PROCESSING means any activities associated with the preparation of gravel and associated materials for use. These activities include on-site transport, crushing, screening, washing, storing, slabbing, polishing, grinding, and concrete or asphalt mixing or other such action, exclusive of extraction.

GROUND-SOURCE HEAT PUMP means a mechanical device, with a closed loop system, that operates by pumping heat, and that uses the earth as a heat source.

GROUP HOME means a residential building that is owned and operated by a nonprofit organization, or is owned and operated by a individual or group of individuals who actually reside in and maintain their primary place of residence at the group home, that:

- **IS OCCUPIED BY ELDERLY PERSONS** Is occupied by not more than eight persons who are 60 years of age or older who do not require skilled or intermediate care facilities; or
- **IS OCCUPIED BY DEVELOPMENTALLY DISABLED PERSONS** Contains a state- licensed facility for the exclusive use of not more than eight persons who are developmentally disabled due to their having cerebral palsy, multiple sclerosis, mental retardation, autism, epilepsy or similar afflictions; or
- **IS OCCUPIED BY MENTALLY ILL PERSONS** Contains a state-licensed facility for the exclusive use of not more than eight persons who have been screened by a mental health professional and have been determined to be mentally ill.

GUEST HOUSE. See "Residence."

GUNNISON COUNTY HOUSING AUTHORITY means the agency of Gunnison County created pursuant to C.R.S. 29-4-503 *et seq*.

GUNNISON SAGE-GROUSE HABITAT means areas that are mapped as habitat for Sage-grouse as defined by the Gunnison Basin Gunnison Sage-grouse Habitat Prioritization Tool (Gunnison Basin Sage-grouse Strategic

Committee 2012), as may be amended by the Gunnison Basin Sage-grouse Strategic Committee, with final approval by the Gunnison County Board of County Commissioners.

GUNNISON SAGE-GROUSE RANGEWIDE CONSERVATION PLAN means the document titled the *Gunnison Sage-grouse Rangewide Conservation Plan, Gunnison Sage-grouse Rangewide Steering Committee, Colorado Division of Parks and Wildlife, Denver, Colorado, 2005*, as may be amended and accepted by resolution of the ~~Board~~BOCC. If not listed specifically within this *Resolution*, definitions related to the Gunnison Sage-Grouse shall be as specified in the *Gunnison Sage-grouse Rangewide Conservation Plan*.

HAZARD means a significant source of potential risk, danger, or peril resulting from natural phenomena or conditions, and including those precipitated or caused by activities of man.

HAZARDOUS MATERIAL means any substance or material that, because of its toxic, caustic, corrosive, abrasive, explosive, biohazardous or otherwise injurious properties, may be detrimental or deleterious to the health of the environment or any person handling or otherwise being exposed to such material or substance.

HELIPAD means any area of land, water or structure that is designed or used, temporarily or permanently, as a takeoff/landing area for helicopters.

HELISPOT means a helipad that does not contain any auxiliary facilities.

HIGHWAY means state and federal highways and major county arterials.

HISTORIC RESOURCE. See "Archeological, Historic or Cultural Resource."

HOME OCCUPATION means the conduct of a business, occupation, or trade in a residence or within another structure on the property on which a residence is located, that is incidental and secondary to the residential use and does not change the residential character of the property.

HOMEOWNERS' OR PROPERTY OWNERS' ASSOCIATION means an association of home or property owners within a development created to govern a subdivision, condominium or other development; powers of the association include the setting and collection of assessments from the members of the association, the control and maintenance of common areas, and the enforcement of protective covenants.

HORSES, BOARDING OF means the stabling, feeding, and grooming for a fee or the renting of stalls or stables for the care of horses not belonging to the owner of the property, including related facilities.

HORSE/HAY SHED means a detached secondary structure used for the keeping of livestock and/or storage of hay, not intended for human habitation.

HORSE TRAINING AND PERFORMANCE FACILITIES means those facilities that may or may not be directly integrated with stalls, stables or the general care of horses, but that include facilities including, but not limited to, training and performance arenas, corrals, and exercise tracks and that are rented to, or otherwise provide services for, the general public.

HOUSEHOLD, for the purposes of Essential Housing, means one person living alone or two or more persons sharing residency whose income, time of residency and place of employment are considered to determine eligibility and housing payment requirements for Essential Housing.

HOTEL, MOTEL, LODGE means a building designated, intended or used for rental occupancy as the transient or temporary lodging place of five or more people who are lodged with or without meals.

IMPACT means the direct or indirect effect or consequence that development has upon land, the environment, wildlife, neighborhood property use or the community. It includes physical, environmental, biological, health, economic, visual, aesthetic, historical, auditory, or social effects or consequences, whether beneficial or harmful.

IMPACT AREA means those geographic areas, including the development area, in which any impacts are likely to be caused by a proposed Project. The impact area may be located either within the County and/or within an adjoining jurisdiction, provided that areas within an adjoining jurisdiction will be considered only if such jurisdiction has entered into an agreement with Gunnison County under which it will cooperate in regulating development that may impact both jurisdictions.

IMPERVIOUS COVER OR MATERIALS means a surface that does not readily allow water to infiltrate into the ground, including, but not limited to, roof, roadway or parking area surfaces.

IMPROVEMENTS means an addition to or enhancement of property or its condition, amounting to more than mere repairs or replacement, including, but not limited to, structures, infrastructure, habitat compensation, restoration, reclamation, general landscaping, or such other installations as may be designated by the County.

INCIDENTAL TO means affiliated with or dependent on the principal use.

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, or manufacture of raw or semi-processed materials, manufactured goods, or any components thereof.

INDUSTRIAL OR BUSINESS PARK means a group of industrial or commercial uses clustered within a single development, either on subdivided, separately-owned lots, or on a lease or rental basis.

INFILTRATION means the downward movement of water from the surface to the subsoil. Infiltration rate is typically expressed as inches per hour.

INFRASTRUCTURE means basic facilities, services, installations or systems needed for the development, support or efficient operations of the county, or developments within it, including, but not limited to, highways, roads, bridges, airports, public transit, sanitary and storm sewers, culverts, sidewalks, parks, trails, drainage, water supply and wastewater treatment systems, lighting, gas, cable television, lighting and electrical utilities.

INHOLDING means a parcel of government-owned or privately-owned land, including subsurface rights of such owners underlying public lands or a valid mining claim or other valid occupancy that, as of the effective date of this *Resolution*, is within or effectively surrounded by one or more areas in the National Wilderness Preservation System.

- **EFFECTIVELY SURROUNDED** for purposes of the definition of "inholding," means that at least two-thirds of the boundary of the inholding is adjacent to an area in the National Wilderness Preservation system. In the case of adjacent private parcels, the measurement shall not include the boundary between the private parcels.

IRRIGATED MEADOW means any artificially- or naturally-irrigated land used as pasture for the growing of hay, grain, or other crops.

IRRIGATION DITCH means a naturally occurring or artificially constructed channel used to carry water from a stream, lake, reservoir, or other source to agricultural or other lands for the purpose of watering crops, forage, or livestock.

KENNEL means a structure or enclosed area used to house domestic animals.

KITCHEN means any room in a structure containing all of the following facilities: stove or cooktop, refrigerator, sink and conventional oven.

LANDSCAPE means improvement to an area of land by the planting and maintenance of trees, shrubs, or ground cover, and/or non-vegetative materials

LAND USE means the purpose for which any land, building, or structure is designed, maintained, renovated, occupied, or used, the basic character or nature of the occupation or utilization of land or a building.

LAND USE CHANGE means any development, grading, construction, activity, or ongoing operation that changes the basic character, configuration, or use of the land or environment on which the activity occurs, including any division of land. The following activities are among those requiring the applicant to obtain a Land Use Change Permit pursuant to this *Resolution*:

- **BUILDING ACTIVITY:** The construction, reconstruction, conversion, expansion, or structural alteration, relocation, or enlargement of structures, or accessory structures.
- **CHANGE IN USE:** Any activity resulting in a change in use, or the intensity of use, or expansion of the sizes or numbers of structures or the amount of land affected by a use.
- **DRIVEWAY**: The proposed or actual cutting or construction of a driveway that is determined by the Gunnison County Director of Public Works or the Community Development Department to require review pursuant to Section 3-111: B.1.: *Additional Criteria.*
- **MINING, DREDGING, DRILLING, GRADING OR DRAINING:** The mining, dredging, drilling for gas or oil, or grading or draining activities.
- **ROAD CUTTING OR CONSTRUCTION**: The cutting or construction of any road, including roads constructed by or for a governmental entity, or roads constructed pursuant to a permit issued by a state or federal agency. Agricultural roads that are part of an agricultural operation as defined by this *Resolution* are not land use changes and do not require a Land Use Change Permit.
- **SUBDIVISION:** The subdivision of a parcel of land into two or more parcels or divisions, except for those divisions that are excluded from the definition of subdivision (see definition of "Subdivision"), or by Colorado statutes.

LAND USE CHANGE PERMIT means written approval of a Land Use Change Permit application by resolution, certificate, or other designated form of the ~~Board~~BOCC, Planning Commission, or Community Development Director that sets forth in detail the terms and conditions of the final approval of an application for a Land Use Change Permit.

LEGAL ACCESS means the physical access recognized by law, from the state highway system to the subject lot.

LEGAL DESCRIPTION means a written metes and bounds description created by a surveyor registered in the

State of Colorado, or a lot, block or tract description of a parcel of land for perpetuating location and title.

LEGAL LOT means a lot, parcel or tract of land that meets the definition of a "subdivision," or "subdivided land" as defined in C.R.S. 30-28-101 (10) (a) as it may be amended, or that is one of the exceptions to the definition of "subdivision" or "subdivided land" set out in the definition of "Subdivision or Subdivided Land" in C.R.S. 30-28-101 (10) (b), (c) or (d) as they may be amended, and that was created pursuant to all applicable laws, ordinances and regulations in effect at the time of its creation, and the legal description of which was recorded at the time of its creation in the records of the Clerk and Recorder of Gunnison County. A parcel as mapped for tax assessment records is not necessarily a legal lot.

LEK means an arena where male Sage-grouse display for the purpose of gaining breeding territories and attracting females. These arenas are usually open areas with short vegetation within sagebrush habitats, usually on broad ridges, benches, or valley floors where visibility and hearing acuity are excellent.

LIGHT INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, or manufacture of raw or semi-processed materials, manufactured goods, or any components thereof; and conforming to *Section 9-301:E.: Design Standards for Light Industrial Uses.*

LIGHTING means the use of light fixtures to illuminate. For purposes of this *Resolution*, the following specific definitions shall apply:

- **BULB** means the source of electric light. To be distinguished from the whole assembly (See Luminaire).
- **DOWN-DIRECTED** means the shielding and alignment of light fixtures so that the light source points downward, 45 degrees or less from vertical, rather than horizontally, or upward.
- **FIXTURE** means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.
- **FLOODLIGHTS (AND SPOTLIGHTS)** means those lighting fixtures defined as having a full beam width or beam spread of less then 110 degrees; any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.
- **CUTOFF ANGLE** means the angle formed by a vertical downward line from a light source and the line beyond which no direct light is emitted because of the fixture.
- **FIXTURE** means the assembly that houses a lamp or lamps, and which may include a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor, lens, or diffuser lens.
- **FULL CUTOFF** means a light fixture that directs light down onto only the surface that needs to be lit. "Cut-off" light fixtures avoid glare, and the light source from being visible from adjoining properties or roads.
- **GLARE** means light emitted from a luminaire with intensity great enough to produce annoyance, discomfort, or a reduction in a viewer's ability to see.
- **LUMINAIRE** means a complete lighting system, including a lamp or lamps and a fixture.

LOADING DOCK means an off-road portion of a lot used for the temporary parking of a commercial vehicle while loading or unloading materials. Such space shall be designed to allow an adequate vehicle turning radius, and shall not obstruct or endanger pedestrian, bicycle, or vehicular traffic.

LONG-TERM RENTAL means rental of a residence for six months or longer.

LOT means a parcel or tract of land. Also, see "Legal Lot."

LOT AREA means the number of sq. ft. included within the boundaries of a lot measured on a horizontal plane, exclusive of any area within a public or private road or road easement.

LOT CLUSTER means the vacation of the line(s) between adjacent lots that are commonly owned.

LOT LINE means any boundary of a lot.

LOW VOC INTERIOR PAINT means interior paint that contains less than 250 grams volatile organic compounds per liter in solution.

MAJOR FACILITY OF A PUBLIC UTILITY means a central office building of a telephone utility; a transmission line, power plant, or substation of an electrical utility; or a pipeline or storage area of a utility providing natural gas or other petroleum derivatives.

MAJOR IMPACT PROJECT means a land use change classified as a Major Impact Project pursuant to Article 7: *Major Impact Projects.*

MANUFACTURE means to make or process a raw material into a finished product.

MANUFACTURED HOME means a single family residence that:

- Is partially or entirely manufactured in a factory; and

- Is not less than 24 feet in width and 36 feet in length; and
- Is installed on an engineered permanent foundation; and
- Has brick, wood, or cosmetically equivalent exterior siding and a pitched roof, and,
- Is certified pursuant to the "National Manufactured Standards Act of 1974," 42 U.S.C. 5401 *et seq*: as amended.

MATTER OF STATE INTEREST means an area of state interest or an activity of state interest, or both, as listed in C.R.S. 24-65.1 - 201(1), through -203 (1).

MAXIMUM EXTENT FEASIBLE means that all practical efforts to comply with the regulations or minimize potential harm or adverse impacts have been undertaken and that no feasible and prudent alternative exists. Economic factors may be taken into account but shall not be the overriding or dispositive factor in determining whether no feasible and practical alternative exists in a particular situation.

MINERAL means any inanimate constituent of the earth in either solid, liquid, or gaseous state including coal, oil, natural gas, oil shale, sand, gravel, quarry aggregate, limestone, and metals that, when extracted from the earth, are usable in their natural form or are capable of conversion into usable forms as metals, metallic compounds, chemicals, energy sources, or raw materials for manufacturing or construction. This term does not include surface or ground water subject to appropriation under the laws of the State of Colorado.

MINERAL RESOURCE means a natural deposit of mineral located in sufficient concentration in veins, deposits, bodies, beds, seams, fields, pools, or otherwise and that, under present or reasonably foreseeable technological and economic conditions, is or will be capable of economic recovery.

MINERAL RESOURCE AREA means any area in Gunnison County in which there has been significant mining activity in the past, there is significant mining activity in the present, mining development is planned or in progress, or mineral rights are held by mineral patent or valid mining claim with the intention of mining.

MINING EXPLORATION means the excavation of an exploratory shaft, adit or decline, and the removal of a limited amount of material for the purpose of testing. For purposes of this *Resolution*, it does not include exploration carried out underground involving the construction of new, or expanding the dimensions of existing mine workings, or the reopening of underground mine workings by the removal of fixed or permanently fastened caps, or involving the excavation of backfilled shafts or portals, or activity that may alter, destroy, remove or impair any rehabilitation work made in accordance with a reclamation plan approved by the Colorado Division of Minerals and Geology.

MINING OPERATIONS means the commercial development or extraction of a mineral or construction materials, or drilling of oil, gas or other wells for purpose of extraction, and any construction associated with mining, pre-development exploration, including associated blasting operations. The term shall include underground mining, open pit mining, strip mining, surface operations, the disposal of mining wastes, concentration of ores, milling, evaporation, and other processing, mine wastes and tailings, and construction and use of accessory office and storage buildings; and transportation. It does not include the extraction of construction materials used on one or more parcels used for the agricultural operations of a single owner or operator.

MINOR IMPACT PROJECT means those land use changes classified as Minor Impact Project pursuant to Article 6: *Minor Impact Projects*.

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.

MOBILE HOME means a detached, single-family residence that has all the following characteristics: It is designed for long-term occupancy and has sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities, and that has plumbing and electrical connections provided for attachments to outside systems. It is designed to be transported after fabrication, on its own wheels, or on a flatbed or other trailer, or on detachable wheels. It arrives at the site where it is to be occupied as a complete unit and is ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation support or jacks, underpinned and connections to utilities. It exceeds eight feet in width and 32 feet in length, excluding towing gear and bumpers. It is without motive power. It is also referred to as a "single-section" manufactured home, and is designed to be used year-round.

MOBILE HOME COMMUNITY means any parcel of land for which the primary purpose is the placement of mobile homes in a community setting. A mobile home community may be developed either as a conventional "park," in

which lots and/or homes are rented to residents, and/or as a subdivision, in which individual lots may be sold. A mobile home community does not include the use of land for the display and sale of mobile homes.

MOBILE HOME LOT means a plot of ground within a mobile home community designed for the accommodation of one mobile home with its accessory uses.

MUNICIPAL OR INDUSTRIAL WATER PROJECT means a system and all integrated components thereof through which any entity, political subdivision (including any municipality, county, or district) or an industrial user derives its water supply, whether directly or by exchange, and whether from surface or subsurface sources.

MUNICIPALITY means an incorporated statutory or home-rule city or town of the State of Colorado.

MUNICIPAL THREE-MILE PLAN means a master plan adopted by a municipality pursuant to C.R.S. 31-23-206 for the physical development of areas outside its boundaries. Also, see "Three-Mile Plan."

NATURAL HAZARD means a natural phenomenon that so conflicts with construction or land use as to constitute a significant hazard to public health and safety, or to property, including but not limited to, geologic hazards, flood hazards, and wildfire hazards.

NATURAL HAZARD AREA means an area containing or directly affected by a natural hazard as sometimes designated on quadrangle mapped overlays in the Community Development Department, or available in the Gunnison County MIS Department.

NEIGHBORHOOD means an area or locality characterized by similar or compatible land uses, that may be identified by a place name and/or has boundaries composed of major streets, distinct changes in land use and/or land formations, topography or water bodies.

NET EFFECT OR NET IMPACT means the impact of an action after mitigation; includes social, economic, physical, health, biological (including, but not limited to, effects on natural resources and on the structure and function of affected ecosystems), aesthetic, and historical effects.

NONCONFORMING USES means those uses addressed in Section 1-108: *Nonconforming Uses*.

NON-MOTORIZED TRANSPORTATION WAY means that area within a road, whether paved, graveled or otherwise surfaced, suitable for bicycle, wheelchair, pedestrian, and, as applicable, equestrian travel.

NOXIOUS WEEDS means the non-native plant species including certain grasses that have been introduced into an environment with few, if any, natural biological controls, thus giving them a distinct competitive advantage in dominating and crowding out native plant species, and the ability to dominate plant communities to the extent plant diversity and ecosystem integrity is threatened.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another 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*.

OBTRUSIVELY VISIBLE STRUCTURE means a structure or part of a structure that stands out in the context of its surroundings or that draws attention to itself.

ON-DEMAND HOT WATER PUMP means a recirculating pump that brings hot water quickly to a faucet when needed, is installed between the hot and cold water lines at the faucet farthest from a water heater, and shuts off once hot water has filled the line.

ON-SITE WASTEWATER TREATMENT SYSTEM means an absorption system of any size or flow or a system or facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works.

OPEN SPACE means any open, essentially unimproved parcel or area of land (including, but not limited to, grazing lands) that is specifically set aside, dedicated, designated, or reserved for public or private use or enjoyment for park, agricultural, recreation or conservation purposes, or reserved for such uses and enjoyment by residents and/or the general public.

ORDINARY HIGH WATER LINE OR MARK means the high line of a water body or mudflow established by the fluctuations of water on the flow of mud and indicated by physical characteristics including, but not limited to, a clear natural line impressed on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, and the presence of litter or debris.

ORIENTED STRAND BOARD means engineered, mat-formed panel products made of strands, flakes or wafers sliced from small-diameter, round wood logs and bonded with an exterior-type binder under heat and pressure.

- **ORIENTED STRAND BOARD PANELS** means layered mats of oriented strand boards; exterior or surface layers consisting of strands aligned in the long panel direction; and inner layers consisting of cross- or randomly-aligned strands.

PARCEL means a tract or lot of land. Also, see "Legal Lot."

PARK means a public or private parcel of land devoted primarily to outdoor recreation or scenic purposes.

PARKING AISLE means the traveled way by which cars enter and depart parking stalls or spaces.

PARKING AREA means an area other than a road or alley that is permanently reserved and maintained for the parking of motor vehicles on a temporary (daily or overnight) basis.

PASSIVE SOLAR SPACE HEATING means a heating system that includes all of the following:

- The use of integral building components to capture the sun's energy; and
- A means of collection of the sun's energy; and
- Absorption of the solar gain into a mass capable of storing the heat such as concrete, rock or water; and
- Control of the system by convective venting, circulating fans or shading.

PERMANENT POPULATION means the permanent population of Gunnison County, as determined by the State of Colorado.

PERMIT means any written authorization issued by Gunnison County and recorded by a document in the Office of the Gunnison County Clerk and Recorder or otherwise issued by the appropriate County Department, or issued in accordance with the requirements of Colorado or federal agencies.

PERSON/PERSONS means any individual, partnership, corporation, association, company, or other public or corporate entity, including the state or federal governments, and any of their political subdivisions, agencies, instrumentalities.

PIPELINE means any conduit or pipe and appurtenant facilities especially designed for, or capable of, transporting water, or gas or other petroleum derivatives.

PLANNING COMMISSION means the Gunnison County Planning Commission.

COMMUNITY DEVELOPMENT DEPARTMENT means those employees of Gunnison County who have been designated by the ~~Board~~BOCC to implement, administer, and enforce the requirements of this *Resolution*.

COMMUNITY DEVELOPMENT DIRECTOR means the Director of the Gunnison County Community Development Department or his/her authorized designee.

POLLUTANT means a material or substance that contaminates air, soil or water.

POPULATION CENTERS means the communities of Somerset, Ohio City, Almont or Crested Butte South and the incorporated municipalities of Gunnison, Crested Butte, Mt. Crested Butte, Pitkin or Marble.

POWER PLANT means any electrical energy generating facility including, but not limited to, pumped storage facilities with a generating capacity of ten megawatts or more, and any facilities appurtenant to any existing power plant, or any addition thereto, increasing the existing design capacity of the facility by ten megawatts or more.

PRIMARY STRUCTURE means the chief or principal structure. In the case of multiple residences or mixed-use structures, the largest residence.

PRIMARY USE means the primary purpose or function for which a parcel is used.

PRIVATE POWER PROJECT means a complex of structures, machinery and associated equipment for generating electricity or providing natural gas or other petroleum derivatives, that is not part of a public utility.

PROJECT means any activity that is a land use change. (Also, see "Land Use Change.")

PROPOSED SPECIAL DEVELOPMENT PROJECT means a development including all of its components and associated elements, as defined in the *Gunnison County Special Development Projects Regulations*.

PUBLIC HEARING means a public meeting, conducted by the applicable body pursuant to Sections 3-112: *Notice of Public Hearing* and 3-113: *Conduct of Public Hearing*, with the principal purpose of receiving testimony or public comment on a specific application or issue.

PUBLIC MEETING means any meeting open to the public that meets the requirements of C.R.S. 24-6-401 *et seq*.

PUBLIC ROAD means the following; the status of a road as a public road does not require nor imply that the

~~Board~~BOCC shall maintain, repair or snowplow it:

- All roads over private lands dedicated to the public use by deed to that effect, filed with the Office of the Gunnison County Clerk and Recorder when such dedication has been accepted by the ~~Board~~BOCC; and
- All roads over private or other lands dedicated to public uses by due process of law, including a subdivision plat approved by Gunnison County and recorded in the Office of the Gunnison County Clerk and Recorder; and
- All roads over private lands that have been used adversely without interruption or objection on the part of the owners of such lands for 20 consecutive years; and
- All toll roads or portions of them that may be purchased by the ~~Board~~BOCC from the incorporators or charter holders of them, and thrown open to the public; and
- All roads over the public domain, whether agricultural or mineral.

PUBLIC SERVICES AND FACILITIES means those services and facilities provided by a public entity or public utility (including, but not limited to, any municipality, county, or special district) including, but not limited to, roads, trails, schools, wastewater treatment, water treatment and distribution, solid waste disposal, storm drainage, health care, law enforcement, fire protection, emergency medical services, social services, recreational services, libraries, and government and administrative services, facilities, and personnel, cultural facilities, public transportation, electric, gas, and telephone utilities.

PUBLIC UTILITY has the meaning set forth at C.R.S. 40-1-103.

PUBLIC WORKS DIRECTOR means the Director of the Gunnison County Public Works Department or his/her authorized designee.

QUALIFIED HOUSEHOLD means a household that earns less than 120 percent of the AMI as qualified by the Gunnison County Housing Authority.

RADON MITIGATION means the installation of a vapor diffusion retarder and connection to the vent pipe in a structure.

- **RADON MITIGATION, ROUGH-IN** means the installation of a vent pipe from a crawl space up through the roof of a structure.

RANCHING means the practice of raising cattle, horses, sheep, and other livestock in a manner traditional to Gunnison County, and all associated activities, including, but not limited to, irrigation, raising of associated crops, and storage. Ranching shall not include large confined animal feeding operations of a scale not traditionally found in Gunnison County.

RECLAMATION means the construction of topographic, soil and plant conditions after disturbance, which may not be identical to the site before it was disturbed, but which permits the disturbed site to function adequately in the ecosystem of which it was and is a part.

RECORDED, OR RECORDATION means recorded with the records of the Office of the Gunnison County Clerk and Recorder.

RECREATION, ACTIVE means leisure-time activities that are typically of a formal nature and are performed with others, usually requiring equipment and taking place at prescribed places, sites, or fields.

RECREATION, PASSIVE means leisure-time activities that involve relatively inactive or less energetic activities, including, but not limited to, walking, sitting, picnicking, nature observation, sun-bathing, card and board games.

RECREATIONAL DEVELOPMENT means any development whose primary purpose it is to serve a tourist or other recreational clientele, whether as a destination or day-use facility, long or short-term, and whether it is single or multiple-use in nature.

RECREATIONAL VEHICLE means a vehicle primarily designed as temporary living quarters for recreational, camping, or travel use, that either has its own motive power or is mounted on or drawn by another vehicle including a travel trailer, camping trailer, truck camper, and motor home.

RECREATIONAL VEHICLE PARK means a parcel of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

RECYCLED CONTENT SIDING OR ROOFING means roof materials that contain high percentages of recycled content.

RECYCLED CONTENT SHEATHING means oriented strand board used for sheathing.

RECYCLED INSULATION means insulation material that includes recycled material including, but not limited to,

cotton or rock wool insulation.

RECYCLED PLASTIC DECK MATERIAL means material made from recycled polyethylene plastic such as milk jugs and other bottles.

REHABILITATION means the process of making an ecosystem healthy again after a disturbance, and involves the recovery of ecosystem functions and processes in a degraded habitat. Rehabilitation does not necessarily reestablish the site to its predisturbed condition, but does involve establishing geologically and hydrologically stable landscapes that support the natural ecosystem.

RESIDENCE means a structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, that is designed for long-term occupancy by one or more persons for living and sleeping purposes, and that may or may not be placed on a permanent foundation. In addition, residences includes factory-built housing, and alternative construction including, but not limited to, yurts, tepees, or plastic units that comply with the requirements of this *Resolution*, and, as applicable, with standards of the applicable building code, adopted and amended by Gunnison County. Vehicles, excluding mobile homes, but including recreational vehicles, shall not be considered to be habitable residences.

- **DETACHED SECONDARY RESIDENCE** means a secondary residence that is physical separate from the primary residence.
- **DUPLEX** means a single building that contains two residences.
- ~~**INTEGRATED SECONDARY RESIDENCE** means a secondary residence that is structurally integrated within, and has an internal access to a single family residence.~~
- **MULTIPLE-FAMILY RESIDENCE** means a building that contains three or more residences, but not including hotels, motels, or lodges.
- **PRIMARY RESIDENCE** means the largest single-family residence on a parcel.
- **SECONDARY OR ACCESSORY RESIDENCE** means a residence that is an accessory structure to a primary residence, except this shall not include a secondary structure intended only for sleeping, pursuant to *Section* 9-101: *Uses Secondary to a Primary Residence*.
- **SINGLE-FAMILY RESIDENCE** means a building that contains one residence.

RESIDENTIAL LIVING AREA means one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: *Uses Secondary to a Primary Residence.*

RESORT (INCLUDING INNS, LODGES, DUDE RANCHES AND GUEST RANCHES) means those establishments used for housing and providing either organized entertainment or recreational opportunities for overnight lodging, generally several nights in duration. This type of facility either provides all recreational opportunities on-site, or as part of an organized or duly licensed and/or permitted recreational activity on public or private lands in the vicinity of the inn, lodge or guest ranch.

RESTORATION means the reestablishment of a structure and function of an ecosystem after a disturbance. Ecological restoration is the process of returning an ecosystem as closely as possible to the conditions and functions before it was disturbed.

RETENTION means the practice of holding or directing storm water except that portion evaporated or bypassed in an emergency, in or to a given area so that all the storm water will be infiltrated into the subsoil.

RETENTION POND means a recharge basin that is designed to infiltrate all of the storm water it receives and that normally has no outflow.

RETENTION STRUCTURE means a permanent structure that provides for the storage of storm water run-off by means of a permanent pool of water.

REVIEW AGENCIES means any agencies or persons who, in the opinion of the Community Development Department, Planning Commission, or the ~~Board~~BOCC, may be affected by a proposed land use change, or from whom it is reasonably necessary to request relevant information or analysis concerning the potential impacts of the land use change. These agencies include:

- The applicable school district;
- Any community or municipality likely to be affected by the proposal;
- Utility, local improvement and service districts, and ditch companies, when applicable;
- The Colorado State Forest Service
- The United States Forest Service, Bureau of Land Management, or National Park Service, when applicable;
- The appropriate local Natural Resources Conservation Office/Soil Conservation Service Board;
- The Colorado Department of Public Health and Environment;
- The Colorado ~~Division of Minerals and Geolog~~Geological Survey~~y~~;

- The Colorado Division of Reclamation, Mining, and Safety;
- The Colorado Division of Water Resources;
- The Colorado Division of Parks and Wildlife;
- The Colorado Department of Transportation;
- The Gunnison County Trails Commission;
- The Gunnison County Historic Preservation Commission;
- The Gunnison County Emergency Services Office; and
- Other agencies, entities, and groups that the Community Development Department, Planning Commission, or ~~Board~~BOCC may deem advisable.

RIDGELINE means the horizon line at the crest or shoulder or top of a ridge, hillside, or mesa at which the natural ground and the sky appear to meet when viewed from any point on a ridgeline vantage, pursuant to Section 11-108: *Standards for Development on Ridgelines.*

RIPARIAN AREA means the area located between the water's edge of aquatic ecosystems (rivers, lakes, streams, ponds, springs and seeps) and upland areas, whose soils tolerate a high water table, provide sufficient moisture in excess of that otherwise available locally, and provide a moister habitat than that of contiguous floodplains and uplands. Riparian areas include groups of plants, animals and aquatic communities whose presence is either directly or indirectly attributed to water-influenced or water-related factors. Areas exempt from this definition are manmade agricultural structures and devices including irrigation ditches, sprinklers, and artificial ponds.

RIVERINE means relating to, formed by, or resembling a river (including tributaries), stream, brook or other watercourse.

ROAD, HIGHWAY, STREET OR TRAIL means an open way reserved for the passage, generally, of people, vehicles, animals and goods and includes trails and non-motorized ways.

ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS, GUNNISON COUNTY means the *Gunnison County Standards and Specifications for Road and Bridge Construction*, as it may be amended.

ROADBED means the graded portion of a highway, usually considered as the area between the intersections of top and side-slopes, upon which the subbase, base course, surface course and shoulders are constructed. Divided highways are generally considered to have two roadbeds.

ROAD CONSTRUCTION means construction, enlargement, or relocation of a road.

RUN WITH THE LAND means passing with the transfer of the land.

RURAL means the character of an area that is primarily agricultural, low-density residential, unimproved and open.

SALVAGE (OR JUNK) YARD means an area where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, rubber tires and recyclable materials. A junk or salvage yard includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings.

SATELLITE DISH DEVICE means a device for the reception or transmission of satellite signals, including, but not limited to, television, radio, telemetry, data communication, or any other signals that use free air space as a medium, whether for commercial or private use.

SCREENING means the general landscaping, vegetation, fencing or other design feature(s) used to mitigate or eliminate the visual impact of one land use from another.

- **FULLY SCREENED** means that a structure or other land use is not visible when viewed from a specified vantage point.

SEASONAL USE means use limited to those months when snow normally is not on the ground in Gunnison County, that is, the months of May through October inclusively.

SECONDARY USE. See definition of "Accessory or Secondary Use."

SENSITIVE AREAS means those areas identified by the ~~Board~~BOCC that contain, or in which activity will have a significant impact on, human, historical, natural, environmental, cultural or archeological resources of great significance; a sensitive area shall be a specific geographic location that is defined with specific boundaries.

SERVICE AREA means the primary geographic area to be served by a proposed Project.

SERVICE LINE means a line whose principal purpose is to provide utility service to an individual customer or customers, from the distribution line or system to the point of common coupling between the utility and customer system. In electrical and gas utilities, the point of common coupling is generally the utility meter.

SETBACK means the required minimum horizontal distance between the location of structures or uses and the related front, side, or rear lot line as measured perpendicular to that lot line.

SIGHT DISTANCE TRIANGLE means the area on any corner parcel, where an area is kept clear of structures, fences or tall vegetation, to allow vehicle drivers an unobstructed view of traffic approaching on the intersecting road, highway or driveway.

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, nor does it include the use of barns for inscription of a family name or brand, nor the normal painting of a residence. 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.

- **CLUSTER SIGN** means any sign identifying a business, commercial or industrial use and that provides one space per each business entity within the development to display an off-premise sign.
- **DIRECTIONAL SIGN** means any off-premise sign that directs the movement or placement of pedestrian or vehicular traffic to the subject use.
- **FLASHING SIGN** means any directly or indirectly illuminated sign either stationary or animated that exhibits changing natural or artificial light or color effects.
- **GROUND SIGN** means a sign supported by poles, uprights or braces extending from the ground but not attached to any part of a building.
- **ILLUMINATED SIGN** means a sign lighted by or exposed to artificial lighting, either by lights that are part of the sign, or by lights directed toward the sign.
- **OFF-PREMISE SIGN** means a sign advertising a business, product or service not on the parcel of land on which the sign is located.
- **WALL SIGN** means a sign attached to, painted on, or erected against a wall or roof of a building or other structure that extends no more than 18 inches from the wall surface upon which it is attached and whose display surface is parallel to the face of the building and does not exceed the height of the building on which it is mounted.

SIGNIFICANT means of considerable or substantial consequence.

SIGNIFICANT NET ADVERSE EFFECT/IMPACT means an impact of an action, after mitigation, which is considerable or substantial, and unfavorable or harmful; includes social, economic, physical, health, aesthetic and historical impacts, and biological impacts including but not limited to, effects on natural resources or the structure or function of affected ecosystems.

SITE DISTURBANCE means activity that changes the surface of a site, including, but not limited to, grading, tree-cutting, removal of vegetation, and cutting and filling of materials.

SITE PLAN means an accurately scaled development plan that illustrates the existing conditions on a land parcel and graphically and visually depicts the details of a proposed development. (Illustrated in Appendix Figure 1: *Site Plan Example*.)

SITE-SPECIFIC DEVELOPMENT PLAN (SSDP) means a plan describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of land that has received a Land Use Change Permit from Gunnison County.

SLOPE means the gradient of the ground surface. Slope is determined by dividing the horizontal distance or "run" of the slope into the vertical distance or "rise" of the same slope and converting the resulting figure into a percentage value. For purposes of regulation and measurement, a slope must involve an elevation change of at least ten feet within a horizontal distance of at least 30 feet.

SOLAR-GENERATED ELECTRICITY means the production of electric current in a solid material with the aid of sunlight by direct conversion of light into electricity by use of photovoltaic (PV) cells.

SOLAR HOT WATER HEATING SYSTEM, ACTIVE means a heating system that employs pumps and controllers to capture solar energy that includes all of the following:

- Collector(s) to capture solar energy; and
- Circulation system to move a fluid between the collectors to a storage tank; and
- Storage tank; and
- Backup heating system; and,
- Control system to regulate the overall system operation.

SOLAR HEATING SYSTEM, PASSIVE means a passive system to capture solar energy that uses natural convection or water pressure to circulate water through a solar collector to a storage tank or to the point of use.

SOLID-FUEL-BURNING DEVICE means a device designed for the combustion of solid fuels including, but not limited to, wood, coal, pulp, paper, pellets or similar nonliquid or non-gaseous materials so that usable heat is derived for the interior of a building, and includes solid-fuel-burning stoves, fireplaces or wood stoves of any nature, combination fuel furnaces or heaters that burn solid fuel, or any other device used for the burning of solid combustible material.

- **APPROVED NON-SOLID FUEL BURNING DEVICE** means a device that burns a non-solid fuel including natural gas, liquefied petroleum (LP), fuel oil, or similar fuel that has been approved by Underwriter's Laboratory, International Approval Services (IAS) or other approved laboratories. This includes gas logs permanently installed in a traditional open fireplace.
- **APPROVED SOLID FUEL BURNING DEVICE** means a device that is designed or intended to burn solid fuel and that is certified to meet the EPA Phase II particulate emissions rate standard by the U.S. Environmental Protection Agency, or is certified to meet those standards by a testing laboratory accredited by the EPA, or is approved by the Colorado Air Quality Control Commission.

SPECIAL DEVELOPMENT PROJECT RESOLUTION means the *Gunnison County Regulations for Special Development Projects*, as they may be amended.

SPECIAL EVENT means a use or activity that occurs at a location not otherwise permitted for the use or activity, and at which 200 or more persons may gather, or that will attract more than 50 vehicles per day, or that have the potential to create significant net adverse impacts in terms of traffic, water or air quality, noise, lighting, and similar matters. Such uses or activities may be allowed on a non-permanent or temporary basis, upon individual review of their proposed nature, location, duration, impact, and compatibility with neighboring uses and activities. Examples of special events include outdoor concerts, athletic competitions, religious revivals, movie productions, and other types of group or mass gatherings. Funerals and weddings are excluded from this definition, except when weddings are conducted regularly or frequently at a site, or where a property owner or lessee is compensated with a site fee, they shall not be defined as special events, and the site on which the weddings are conducted shall be required to obtain a Land Use Change Permit for a commercial use.

Commented [HS2]: This addition would be beneficial for enforcement.

SPECIAL GEOGRAPHIC AREA, OR SPECIAL AREA means a particular geographic basin or other land area subject to specialized land use regulations and as approved by the ~~Board~~BOCC pursuant to Section 1-110: *Process for Designation of Special Areas*.

SPRAWL means haphazard development located beyond municipal boundaries and generally characterized by:

- Inefficient, conspicuous consumption of raw land, typically built at low densities resulting in conflict with established rural land use patterns; or
- Failure to use existing infrastructure in favor of new facilities; or
- Location outside existing service areas, disrupting continuity and heightening demand and associated costs for services; and
- Heavy dependence on automobiles as opposed to mass transit or other non-auto related transportation modes.

SQUARE FEET means the measurement of square footage as established by the applicable building code adopted and amended by Gunnison County.

STABLE, RENTAL means a facility where animals including horses, ponies, mules, burros, donkeys or llamas are rented to the general public for recreational purposes.

STOCK DRIVE ROUTES means routes over private or public land, including, but not limited to, public roads or highways that are regularly used to move livestock from one location to another by means of driving or herding such livestock.

STORAGE SHED means a detached secondary structure used for storing goods, not intended for human habitation, or the keeping of livestock.

STORM WATER means the flow of water that results from and that occurs immediately following a rainfall event.

STRIP (LEAPFROG) DEVELOPMENT means the irregular development of land in the County, including intensive development adjacent to roadways or other geographical features, as well as sprawl or leapfrog development.

STRUCTURE means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

SUBDIVISION OR SUBDIVIDED LAND means any parcel of land that is divided into two or more parcels, separate

interests, or interests in common, or is to be used for condominiums, townhomes or townhouses, apartments, or any other multiple-dwelling units, unless the previous subdivision of such land was accomplished pursuant to a Land Use Change Permit that complied with the requirements of this *Resolution*, or the County's land use regulations in effect at that time, with substantially the same density; or unless expressly exempted within this definition. As used in this definition, "interests" includes any and all interests in the surface of land but excludes any and all subsurface interests.

The terms "subdivision" and "subdivided land" shall not apply to any division of land that creates parcels of land each of which comprises 35 or more acres of land and none of which is intended for use by multiple owners.

Unless the method of disposition is adopted for the purpose of evading the statutes of Colorado or this *Resolution*, the terms "subdivision" and "subdivided land" shall not apply to any division of land:

- That creates parcels of land, such that the land area of each of the parcels, when divided by the number of interests in any such parcel, results in 35 or more acres per interest;
- That is created by any court in Colorado pursuant to the law of eminent domain, or by operation of law, or by order of any court in Colorado if the ~~Board~~BOCC is given timely notice of any such pending action by the court and given opportunity to join as a party in interest in such proceeding for the purpose of raising the issue of evasion of the statutes of Colorado or this *Resolution* before entry of the court order; and, if the ~~Board~~BOCC does not file an appropriate pleading within 20 days after receipt of such notice by the court, then such action may proceed without the County's participation;
- That is created by a lien, mortgage, deed of trust, or any other security instrument;
- That is created by a security or unit of interest in any investment trust regulated under the laws of Colorado or any other interest in an investment entity;
- That creates cemetery lots;
- That creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;
- That is created by the acquisition of an interest in land in the name of a husband and wife or other persons in joint tenancy or as tenants in common, and any such interest shall be deemed for purposes of this *Resolution* as only one interest;
- That is created by the combination of contiguous parcels of land into one larger parcel. If the resulting parcel is less than 35 acres in land area, only one interest in that land shall be allowed. If the resulting parcel is greater than 35 acres in land area, that land area, divided by the number of interests in the resulting parcel, must result in 35 or more acres per interest. Easements, licenses and rights-of-way shall not be considered interests for purposes of this subparagraph.
- That is created by a contract concerning the sale of land that is contingent upon the purchaser's obtaining approval to subdivide, pursuant to this *Resolution* and any other applicable County regulations, the land that he/she is to acquire pursuant to the contract;
- That creates a cluster development as defined by C.R.S. 30-28-401, *et seq*.

The ~~Board~~BOCC may, pursuant to rules and regulations or resolution, exempt from this definition any division of land if the ~~Board~~BOCC determines that such division is not within the purposes of this *Resolution*, pursuant to C.R.S. 30-28-101 (10) (d).

APPROVED SUBDIVISION means a subdivision that has been approved by the ~~Board~~BOCC.

SUBSTANTIAL DAMAGE means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

STATION means any facility designed to provide switching, voltage transformation, or voltage control required for the transmission of electricity.

TANKLESS HOT WATER HEATER means a hot water heating system that heats water on demand, and stores no hot water.

TECHNICAL MODIFICATION means a minor deviation of not more than ten percent from any minimum or maximum numerical standard of this *Resolution*, pursuant to Section 8-101: *Technical Modifications*.

TEMPORARY SHELTER means a structure without any foundation or footings, that is located for a fixed period on the same site as a residence that is under construction to house the owner of the property temporarily, and is removed immediately after the permanent structure is completed.

TEMPORARY USE means a use that is limited in scope, duration, and frequency.

THREE-MILE PLAN means a master plan adopted by a municipality pursuant to C.R.S. 31-23-206 for the physical development of areas outside its boundaries.

TIER 1 HABITAT means seasonally important Sage-grouse habitat defined in the Rangewide Conservation Plan 2005, by the Gunnison Basin Gunnison Sage-grouse Habitat Prioritization Tool as having a score of +15 or higher.

TIER 2 HABITAT means Sage-grouse habitat defined by the Gunnison Basin Gunnison Sage-grouse Habitat Prioritization Tool as having a score of +14 or lower.

HABITAT PRIORITIZATION TOOL means the modeling methodology adopted by the Gunnison Basin Sage-grouse Strategic Committee (2012) to map Gunnison Sage-grouse habitat types and provide comparative numerical scoring of those habitats. The Habitat Prioritization Tool is maintained by the Gunnison County Geographic Information Systems (GIS) Department.

TIMBERLINE means the elevation on a particular parcel beyond which trees do not grow except sparsely or as stunted forms.

TOWNHOUSE OR TOWNHOME means a residence attached to other residences with one or both sides sharing common walls, depending on whether the unit is in a center or end position, erected as single buildings on adjoining lots, each residence being separated from the adjoining unit or units by a party wall or walls extending from the basement floor to the roof along the dividing lot line. Townhomes can be grouped together as small units, such as duplexes or triplexes, or they can be parts of a larger complex.

TRACT means a parcel or lot of land. Also, see "Legal Lot."

TRAIL means an open way reserved for the passage, generally, of people, non-motorized vehicles, animals and goods.

TRANSMISSION LINE means a line and related facilities whose primary purpose is the delivery of electric power, oil, water, natural gas, telephone, cable television, or similar amenities or services in bulk to all or a part of a distribution line or system that serves individual customers, except that an electrical transmission line shall be defined as the line and related facilities whose primary purpose is to deliver electrical power whose voltage is greater than 45 kv.

URBAN SERVICE AREA OR URBAN GROWTH AREA means an area adjacent to an incorporated municipality that has been designated by such municipality, and accepted by resolution of the County, as an area within which the municipality will or may provide utility or other services upon compliance with applicable municipal ordinances.

USE means the purpose for which any parcel of land, building, or structure is designed, maintained, occupied, or used.

VAPOR-PERMEABLE INFILTRATION BARRIER means a vapor-permeable air barrier wrapped around the exterior of a house and made of materials including but not limited to polyolefin fabric wrap on sheathing, pressed cardboard and pleated polystyrene with paper facings.

VEHICLE STACKING AREA means a queuing area made up of individual stacking spaces for motorists who remain in their vehicles awaiting service at a drive-thru window or a gasoline pump.

VIEWSHED OR VIEW CORRIDOR means areas of significant visual value that may include foreground areas (including, but not limited to, irrigated meadows, or undeveloped bank areas of reservoirs and lakes), ridgelines, or butte and mountain tops, and hillsides or buttes in front of mountain backdrops.

WARMING HUTS/ OR WAY STATIONS means a shelter from adverse weather conditions or overnight layovers on longer trips, not intended for extended stays or permanent residential occupancy.

WASTEWATER RECYCLING means the treatment of wastewater in a manner that will restore its quality to the water supply standard established by the Colorado Department of Health where permissible by Colorado water law.

WASTEWATER (SEWAGE) TREATMENT SYSTEM means a system or facility for treating, neutralizing, stabilizing or disposing of sewage, which system or facility has a designed capacity to receive more than two thousand gallons of sewage per day. A wastewater treatment system designed to receive more than 2,000 gallons of sewage per day shall not be constructed of or include an On-Site Wastewater Treatment System, or collection of such systems. The term "sewage treatment works" includes appurtenances such as interceptors, collection lines, outfall and the outlet sewers, pumping station, and related equipment.

WATER BODY means a perennial or intermittent river, stream, lake, reservoir, pond, spring, or wetland but does not include irrigation ditches, roadway drainage ditches, artificial lakes, ponds, or wetlands that are created and used for the primary purpose of agricultural operations. Water bodies in Gunnison County include but are not limited to the following:

- Anthracite Creek
- East River
- Slate River

- Brush Creek (all locations)
- Carbon Creek
- Carbonate Creek
- Cebolla Creek
- Cement Creek
- Cimarron Creek
- Coal Creek
- Cochetopa Creek
- Copper Creek
- Crystal River
- Farris Creek
- Gold Creek
- Gunnison River (including North Fork and Lake Fork)
- Illinois Creek
- Lottis Creek
- Ohio Creek
- Pine Creek (all locations)
- Quartz Creek
- Red Creek
- Soap Creek
- Spring Creek
- Steuben Creek
- Taylor River
- Texas Creek
- Tomichi Creek
- Washington Gulch
- Willow Creek
- Yule Creek

WATER BODY-RELATED TERMS:

- **HEADCUTTING** means the development and upstream movement of a vertical or near vertical change in stream bed or stream bank slope.
- **HYDROLOGIC BALANCE** means the relationship between the quality and quantity of water inflow to, water outflow from, and water storage in a hydrologic unit including, but not limited to, a drainage basin, aquifer, soil zone, lake, or reservoir. It encompasses the dynamic relationships among precipitation, runoff, evaporation, transpiration, and changes in ground and surface water storage.
- **INTERMITTENT RIVER, STREAM, LAKE, RESERVOIR, POND, SPRING OR WETLANDS** means a water body that normally holds water or flows at least 60 days a year because of ground water discharge or surface runoff.
- **NATURAL WATER BODY** means a water body not created for the purpose of a land use change.
- **PERENNIAL RIVER, STREAM, LAKE, RESERVOIR, POND, SPRING OR WETLANDS** means a water body that normally holds water or flows continuously during all of the year because of ground water discharge or surface runoff.
- **UNSTABLE STREAM BANK** means a stream bank that is subject to failure, collapse, slippage, slumping, seepage, headcutting or significant erosion.

WATER CONSERVATION PLAN means a plan demonstrating that 10,000 gallons of water will be saved annually by use of devices, including but not limited to, low-flow toilets, low-flow shower heads and sprinkler systems that are on timers.

WATER SUPPLY SYSTEM means a system of wells, diversions, pipes, treatment plants, structures and facilities, including impoundments and their associated structures, through which a water supply is obtained, treated to alter the physical, chemical, or bacteriological quality of the water, and sold or distributed for human consumption or residential use, or the system of wells, diversions, pipes, treatment plants, structures, and facilities through which a water supply is obtained that will be used directly, or exchanged for water that will be used for human consumption or residential use.

WATERWAY means a stream, river or creek, or any other natural channel or other topographic feature through which “live” water flows, but does not mean ditches used for agricultural purposes.

WETLAND. means an area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under usual circumstances supports, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

- Wetland areas generally include marshes, bogs, seeps, riparian and similar areas
- Wetland areas do not include artificial wetlands intentionally created from non-wetland areas, including: flood-irrigated agricultural and ranch lands and ranch ponds; irrigation and drainage ditches; grass-lined swales; canals; detention facilities; landscape amenities; and areas in which there are wastewater treatment systems, including treatment ponds and lagoons designed to meet the requirements of the Clean Water Act (33 U.S.C. Sec. 1341), treated water distribution and storage facilities or treated water that otherwise meet the criteria in this definition However, wetlands may include those artificial wetlands intentionally created from non-wetland areas created for the purpose of mitigating loss of wetlands, if permitted by the County.

WETLANDS FUNCTIONS. The beneficial roles that wetlands serve, including storage, conveyance, and attenuation of floodwaters and storm waters; groundwater recharge and discharge; protection of water quality and reduction of sediment and erosion; habitat; food chain support for a broad range of wildlife and fisheries; educational, historical, and archaeological value protection; and scenic, aesthetic, and recreational amenities..

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

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

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

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

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WILDFIRE-RELATED TERMS INCLUDE:

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

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

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

WILDLIFE means native or introduced wild vertebrates.

- **CRITICAL WILDLIFE HABITAT AREA** means an area identified as the habitat for species listed by the U.S. Fish and Wildlife Service or the Colorado Division of Parks and Wildlife as threatened or endangered, or are candidates for those listings.
- **SENSITIVE WILDLIFE HABITAT** means a natural or manufactured environment that contains the elements of food, shelter, water, and space in a combination and quantity necessary to sustain one or more wildlife or plant species at stable population levels in historically-used habitats. Sensitive wildlife habitat areas include, but are not limited to, nesting, brood rearing areas; rookeries; leks; migration corridors, calving and fawning grounds for big game; critical winter range for big game and for sage grouse.

WIRELESS TELECOMMUNICATIONS DEVICES means any device used to provide wireless telecommunications services, whether the device is affixed or mounted onto a building or other structure that is used for some other primary purpose, or is a freestanding structure, building, pole, tower, or antenna used solely to provide wireless telecommunications services.

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

WORKFORCE HOUSING FEE means that fee enacted by Gunnison County and assessed to certain new

construction in the unincorporated areas of the County, based upon the number of new employees generated by it.

YARD means that unoccupied open area between any building or other structure and the nearest lot line or property boundary, or the boundary of a designated building envelope.

XERISCAPE means landscaping that includes but is not limited to the following:

- Use of low-water demanding plants and turf;
- Grouping plants with similar water and cultural requirements (such as sun and climate) together on the same irrigation zones;
- Limiting the use of high-irrigation turf and plantings to high-use areas with high visibility or functional needs;
- Use of efficient irrigation systems;
- Use of temporary mulches.

ZERO LOT LINE DEVELOPMENT means a development in which a residence is located on one side of a lot line and/or on the rear lot line of the subject lot. The reduced setback results in an equal amount of setback increase on the opposite side of the lot line.

ARTICLE 3:
GENERAL REVIEW PROCESS

SECTION 3-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements and review standards that apply to each type of application regulated by this *Resolution*, including Land Use Change Permits for Administrative Review Projects and Minor and Major Impact Projects. Processes to allow some alteration of plans (Section 8-101: *Technical Modifications*), relief from potential takings and to appeal decisions also are included in this Article.

SECTION 3-102: OVERVIEW

A. RELATIONSHIP OF GENERAL REVIEW PROCESS TO PARTICULAR APPLICATIONS. Appendix Figure 3: *General Review Process for Land Use Change Permit* illustrates how a Land Use Change Permit application progresses from submittal to completion. Appendix Table 1: *Summary of Review Processes* summarizes how certain processes apply to each type of County-regulated Land Use Change Permit application; describes whether attending a Pre-Application Conference is mandatory or optional for each type of application; identifies which recommending and/or decision-making body is authorized to review, act on, and hear appeals for each type of application; and whether a public hearing is required.

B. OTHER SPECIFIC COUNTY PERMIT PROCESSES. Processes for other County permits regulated by this *Resolution*, such as Sign Permits, Outdoor Vending or Long-Term Camping Permits and procedures for variances from specific requirements are located in the sections of this *Resolution* to which they are relevant.

C. LAND USE CHANGES WITHIN MUNICIPAL THREE MILE PLAN AREAS. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal Three-Mile Plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three-Mile Plan area. Where there is a conflict between the objectives or policies of a Three-Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

D. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of the application for a Land Use Change Permit, including a Building Permit, that the proposed use exceeds the initial classification criteria listed in Section 4-102: *Projects Classified as Administrative Review Projects That Do Not Require Land Use Changes Permits*, Section 5-102: *Projects Classified as Administrative Review Projects That Require Land Use Change Permits*, or Section 6-102: *Projects Classified as Minor Impact Projects*, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project, or a Minor or Major Impact Project shall be required.

SECTION 3-103: INTENT TO NOT DUPLICATE OTHER PERMIT PROCESSES OR REQUIREMENTS

Gunnison County intends to avoid duplicative regulatory submittals or processes. Processing of applications for permits generally proceeds concurrently with other required state or federal agency permitting processes.

SECTION 3-104: COORDINATION WITH STATE OR FEDERAL ACTIONS AND COUNTY PERMIT PROCESS

So that the County will have the benefit of the analysis and technical expertise of other entities, the County, in its review of a Land Use Change Permit application, may consider information available in an Environmental Assessment (EA), an Environmental Impact Statement (EIS), or other permit required a state or federal agency. To maximize use of that information without unnecessary delay of review, the following process is required of such applications:

A. NOTIFICATION TO COUNTY BY APPLICANT. When an EA or EIS or other state or federal action or permit is required, and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the application is first submitted for review.

B. PUBLIC HEARING TO IDENTIFY ISSUES TO STATE OR FEDERAL AGENCY. The Planning Commission and/or ~~Board~~BOCC shall conduct a public hearing to "scope" a proposal for which an EA or EIS is required, to hear public comment and to identify issues that it believes appropriate to be addressed during any permitting process. Notice and conduct of the public hearing shall be accomplished pursuant to Section 3-112: *Notice of Public Hearing* and Section 3-113: *Conduct of Public Hearing*.

1. **MINOR IMPACT PROJECTS THAT REQUIRE EA OR EIS**. For Minor Impact Projects, the process of scoping shall occur concurrently with the public hearing Minor Impact Project review.
2. **MAJOR IMPACT PROJECTS THAT REQUIRE EA OR EIS**. For Major Impact Projects, the process of scoping shall occur concurrently with the hearing conducted during the Sketch Plan review.

C. SUBMITTAL OF INITIAL LIST OF ISSUES TO FEDERAL AGENCY. Within 35 days of the close of the public hearing, the Planning Commission or ~~Board~~BOCC shall consider the public comments made at the hearing, incorporate them into an initial list of issues of County interest regarding the proposed Project, and forward the list to the applicant and appropriate state and/or federal agency. The comments are preliminary in nature, and may change significantly, as a Project is more clearly defined in later stages of the development review process.

D. DELAY OF COUNTY DECISION. Final action by the County on a Land Use Change Permit application may be delayed until 30 days after the EA, EIS or other permit by a state or federal agency is issued unless otherwise agreed upon by the applicant and the decision-making body, and only if the applicant has applied for the required Land Use Change Permit within 60 days after applying for the required state or federal permit.

SECTION 3-105: WITHDRAWN AND INACTIVE APPLICATIONS

A. WITHDRAWAL OF APPLICATION BY APPLICANT. The applicant may withdraw an application at any phase of the process by submitting a notarized written request to the Community Development Department.

B. INACTIVE APPLICATIONS. An application that has become inactive because an applicant is required to submit additional information and has failed to do so for a period of more than six months from when it was requested shall become void and the resubmittal of a new application and fees shall be required. The Community Development Director may grant one extension of time, of no more than six months, for good cause shown, upon a notarized written request by the applicant, prior to the end of the initial six month period.

1. **TAXES TO BE PAID**. Any permit application that has been placed on inactive status shall not be reactivated until the applicant provides to the Community Development Director a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

SECTION 3-106: PHASING OF PROJECTS

A. LAND USE CHANGES MAY BE PHASED. An applicant may propose that a land use change be designed to occur in phases, and may request that it be permitted by individual phases, so long as each phase complies with all applicable requirements of this *Resolution*. The County may require a land use change to be designed to occur in phases, if phasing is necessary or appropriate for it to comply with all of the applicable requirements of this *Resolution*.

B. EACH PHASE TO PROVIDE IMPROVEMENTS. If the land use change is to be developed in phases, each phase shall contain the required roads, utilities, landscaping, and other improvements required by the County in its approval. If the land use change incorporates any amenities for the benefit of the public, including trail connections, these shall be constructed within the first phase of the Project, or, if this is not possible, then as early in the Project as is feasible.

C. TIMING OF PHASES.

1. **MAJOR IMPACT PROJECTS.** For phased Projects that are Major Impact Projects, all uses and their locations proposed in the application shall be addressed and reviewed through Preliminary Plan approval; Final Plan submittals for individual phases then may be sequentially reviewed and approved.
2. **MINOR IMPACT PROJECT**. For phased Projects that are Minor Impact Projects, the proposed uses on all the property proposed for development shall be submitted for application review, and each phase shall be subject to new and separate impact classification pursuant to Section 3-111: *Classification of Impact.*

3. **APPROVAL OF SUBSEQUENT PHASE REQUIRES 35 PERCENT COMPLETION OF PREVIOUS PHASE.** The approval of each phase of a development after the first phase shall occur only after 35 percent of the previous phase has been constructed.

   a. **DETERMINATION OF PERCENTAGE OF CONSTRUCTION**. The percentage shall be determined by the number of lots on which homes have been constructed or installed, if the development is a residential subdivision or mobile home community; by the number of apartments, condominiums or townhomes if the development is multiple family residences; and the square footage constructed or acreage in use if the development is industrial, commercial or other non-residential.

   b. **ALL AMENITIES OF PREVIOUS PHASE REQUIRED TO BE INSTALLED**. All roads, utilities, landscaping, and amenities for the benefit of the public for the previous phase shall be installed and approved by the County before the applicant may construct a subsequent phase.

SECTION 3-107: GENERAL APPLICATION REQUIREMENTS

A. APPLICANT. An application for a Land Use Change Permit, Lot Cluster, Correction of Plat, Variance, Technical Modification or other applicable permit described in this *Resolution* shall be submitted by the owner of the property or their authorized agent, or any other person having a recognized interest in the land for which the permit is requested.

1. **APPLICANT IS NOT THE OWNER**. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process pursuant to this *Resolution*.

2. **APPLICANT IS NOT THE SOLE OWNER.** If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

B. ADDITIONAL MATERIALS; WAIVER OF REQUIRED CONTENTS. The ~~Board~~BOCC, Planning Commission, Community Development Director, or Board of ~~Adjustments~~Adjustment may reasonably require the applicant to submit additional materials beyond those specified in this Section, as they deem reasonably necessary to aid in the review and impact classification of the application. The Community Development Director may also reasonably waive any of the required application contents that are deemed unnecessary or irrelevant to the review and impact classification of the application.

C. CONSOLIDATION OF PERMIT APPLICATIONS. The County's Land Use Change permitting process is intended to encourage efficient processing of applications. Applicants may request, and the Community Development Director may permit, the consolidated submittal and review of all permit applications related to a Land Use Change Permit application for a parcel of land. The Community Development Director is authorized to reasonably waive any overlapping submittal requirements in the consolidated review.

SECTION 3-108: PRE-APPLICATION CONFERENCE

A. PURPOSE. The Pre-Application Conference is required or optional, as shown in Appendix Table 2: *Summary of Review Process* and can be a meeting, a telephone call, or an exchange of e-mail communications between the applicant, a member of the Community Development Department, and as appropriate, other County staff or staff from other agencies. The purpose of the Pre-Application Conference is to discuss various processes, standards and submittal requirements of this *Resolution*, and/or any intergovernmental agreement, and to provide and explain to the applicant the required application form.

1. **STAFF COMMENTS ARE PRELIMINARY.** Any comments made by a staff person during the conference are preliminary in nature and may change significantly as the Project is more clearly defined in later stages of the development review process.

B. REVIEW AGENCIES. The Community Development Department shall list the agencies to which the application will be sent for review, and on request, will provide the applicant with the names, telephone numbers and addresses of those agencies.

C. WRITTEN SUMMARY. At its discretion, the Community Development Department may issue a written summary of the Pre-Application Conference.

SECTION 3-109: APPLICATION

A. APPLICATION FORM. Except as otherwise required by this *Resolution*, to each of the Permits required by this *Resolution.*

B. ADDITIONAL INFORMATION. Such additional information reasonably required by the Community Development Department as necessary to determine the impact classification or to otherwise aid in the evaluation of the proposed land use change pursuant to the applicable requirements of this *Resolution.*

C. APPLICATION AND REVIEW FEES. In order to compensate the County for the cost of reviewing and processing applications for Land Use Change Permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **PARTIAL WAIVER.** Upon a finding by the ~~Board~~BOCC that the fees are disproportionate to the actual cost of review, the ~~Board~~BOCC may grant a partial waiver of such fees.

2. **ADDITIONAL FEES.** Application and review fees are intended to cover the County's costs in determining the compatibility of a proposed development with the land use policies and development guidelines contained in this *Resolution*. If the ~~Board~~BOCC determines that the cost of review is likely to exceed such fees substantially, the ~~Board~~BOCC may, after consultation and discussion with the applicant, assess an additional fee. Such additional fee shall be set in an amount that will, as far as can be determined, cover the costs of review of the application including reasonable administrative expenses, additional professional expertise, and overhead expenses. In determining the additional fee, the ~~Board~~BOCC may consider, among other things:

   a. **SECONDARY IMPACT.** The secondary impact that is likely to be associated with the development.

   b. **NEED FOR ADDITIONAL EXPERTISE**. The likelihood that proper review will require the County to retain outside professional assistance either to review the application or to perform original study and research.

   c. **NEED FOR ADDITIONAL STAFF**. The likelihood that additional staff will be required by the County to review the application.

   d. **OTHER AGENCY INVOLVEMENT**. The involvement in the review process by other governmental agencies through a joint review process agreement, federal environmental review or other process.

   e. **EXTRAORDINARY TRANSPORTATION COSTS.** The likelihood that extraordinary travel and transportation costs will be incurred by the County during the review.

SECTION 3-110: COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION REVIEW

A. TECHNICAL REVIEW. The Community Development Department shall conduct a technical review of the submitted draft application to determine completeness; to recommend which review agencies would appropriately be contacted to review and provide expertise and comments about the application; and to identify physical characteristics of the location of the proposed land use change, based upon information available on maps used by the County pursuant to Section 1-112: *Use of Maps*.

1. **IDENTIFICATION OF ADDITIONAL SUBMITTALS AND PROVISION TO THE APPLICANT OF INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY.** If the Department finds by information provided by maps used by the County that the parcel on which the proposed Project is located is within a geologic hazard area, a floodplain hazard area, a wildlife habitat area, a wildfire hazard area, an area potentially affected by wetlands and federal wetlands permitting requirements; if the proposed Project includes development on a ridgeline, is above timberline or beyond snowplowed access, is on an inholding in a national Wilderness area, is in a municipal Three-Mile Plan area, and/or in a district or designated Special Area, the staff shall notify the applicant of that information, and identify additional submittals that must be submitted by the applicant pursuant to other applicable sections of this *Resolution*. If the property is located adjacent to agricultural operations, the Department shall provide a copy of the Right-to-Ranch policy, and a copy of the County's *Code of the West*, pursuant to Article 15: *Right-to-Ranch Policy*.

B. DETERMINATION OF COMPLETENESS. The Community Development Department shall determine whether the application is complete and 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 (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this *Resolution*, 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 in writing of the deficiencies and shall take no further action on the application until the deficiencies are remedied.

   a. **FAILURE TO CORRECT WITHIN 60 DAYS 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**. If the application is complete, the Community Development Department shall certify it as complete, and if required, assign the application an agenda date with the applicable review or decision-making body on the next available agenda, and provide notification of the meeting date to the applicant.

3. **COMPLETENESS IS NOT A DETERMINATION OF COMPLIANCE**. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of this *Resolution*.

C. REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS. The Community Development Department may request the professional analysis and recommendations of other review agencies, organizations, or technical consultants 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 AND DEPARTMENTS**. Review agencies and departments that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department. An extension of not more than 30 days may be 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, except that such extension of review of a Preliminary Plan for a Major Impact Project shall require consent by the applicant and the ~~Board~~BOCC, pursuant to Section 7-302: D. 1.: *Review and Comment by Review Agencies.* 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 AND 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.

D. COMMUNITY DEVELOPMENT DEPARTMENT REPORT. Unless otherwise required by this *Resolution*, the Community Development Department's report shall include at a minimum:

1. **DESCRIPTION OF PROPOSED PROJECT**. Briefly, but clearly describe the applicant's proposed Project or requested action, as described in the submitted application.

2. **TECHNICAL REVIEW.** A copy of the Department's technical review.

3. **INITIAL CLASSIFICATION OF IMPACT.** If applicable to the specific application, identification of the initial classification of impact, pursuant to Section 3-111: *Classification of Impact*.

4. **RECOMMENDATIONS BY REVIEW AGENCIES OR OTHER COUNTY DEPARTMENTS**. A summary or copies of the recommendations or general comments by review agencies and County Departments other than the Community Development Department if recommendations or comments were requested and have been received.

5. **DISTRIBUTION AND AVAILABILITY OF DEPARTMENT REPORT.** At least three days before the date of the meeting of the review body, the Community Development Department will distribute a copy of the report to each member of the review body, to the applicant, and will make it available in the Community Development Department for the public. Failure to complete the report and make it available within the preferred three-day period is not a jurisdictional deficiency. Any subsequent written materials prepared concerning the application shall also be available for review in the Community Development Department during regular business hours.

SECTION 3-111: CLASSIFICATION OF IMPACT

A. PURPOSE. Applications for Land Use Change Permits are initially assigned an impact classification by the Community Development Department; specific review processes are initially determined on the basis of that classification. The classification categorizes each proposed land use change by the impacts it is anticipated to generate on the County's economic, social, governmental, and environmental sectors. The amount of information and the extent of review required by the County is proportional to the impacts that will be generated by the proposed land use change. This Section addresses how a proposed Project receives an impact classification.

B. CRITERIA FOR CLASSIFYING IMPACT. An application for a Land Use Change Permit is initially assigned an impact classification by the Community Development Department pursuant to Section 4-102: *Administrative Review Projects That Do Not Require Land Use Change Projects*, Section 5-102: *Projects Classified as Administrative Review Projects That Require Land Use Change Permits*, Section 6-102: *Projects Classified as Minor Impact Projects*, and Section 7-101: *Projects Classified as Major Impact*.

1. ADDITIONAL CRITERIA. In addition to the specific criteria of each section, the County shall also consider the following in determining the impact classification:

a. DEMAND FOR PUBLIC SERVICES. Whether the proposed land use change is expected to generate a minor or a major demand for public services, including roads, transit, schools, water supply, sewage disposal, fire and police protection, and emergency services; and

b. IMPACTS ON IMPACT AREA AND ENVIRONMENT. Whether the proposed land use change is expected to generate a minor or a major impact on the impact area or on the environmental resource and hazard areas defined within and regulated by Article 11: *Resource Protection Standards*; and

c. IMPACTS RELATED TO ALL EXISTING AND PROPOSED DEVELOPMENT IN IMPACT AREA. The impacts of the proposed land use change, when considered in conjunction with existing and proposed land use changes in the impact area.

C. EXPANSION OF EXISTING USES AND SEQUENTIAL PROJECTS. If an applicant proposes a land use change that is classified as an Administrative Review or Minor Impact Project, and proposes a second Project at a later date as an addition to or expansion of the approved Project so that the Projects considered together would have been classified as at least the next higher level of impact classification, then the second and any such subsequent Project shall be reviewed as a Major Impact Project, and the cumulative impacts of the sequential Projects shall be the basis on which compliance with this *Resolution* is determined, and a decision made.

D. APPEAL OF IMPACT CLASSIFICATION. The applicant, or any affected person aggrieved by a decision of impact classification, may appeal that decision by filing a written appeal. That appeal shall follow the process outlined in Section 8-103: *Appeals.* The appeal shall be limited solely to the question of impact classification. The ~~Board's~~Board of Adjustment's decision on that appeal shall be final and subject only to judicial review.

SECTION 3-112: NOTICE OF PUBLIC HEARING

A. NOTICE REQUIRED. Appendix Table 1: *Summary of Review Processes* identifies the type of applications for which a public hearing shall be required, and at what step during the review process the hearing shall occur. When a public hearing is required, public notice shall be provided as follows:

1. MANNER AND TIMING OF NOTICE. Public notice shall be by publication of notice in the newspaper, mailing of notice to adjacent and other specified property owners, as applicable, and posting of notice on the property. The timing of the notice shall be as specified in Table 1: *Timing of Notice*.

2. RESPONSIBILITIES FOR GIVING NOTICE. Responsibilities for ensuring adequate public notice by publication, mailing and posting shall be as follows:

a. PUBLICATION OF NOTICE. The Community Development Department shall place a legal notice in the County's official newspaper, which shall be published at least once. When the proposed land use change is in an area of Gunnison County that is served by a local newspaper that is not the County's official newspaper, notice shall also be published in that local newspaper.

b. MAILING OF NOTICE. The applicant shall be responsible for mailing of the notice, except as otherwise required by Section 1-110: *Process for Designating Special Areas.* The notice shall be prepared by the Community Development Department and a copy given to the applicant. Notice shall be sent by certified or registered mail, response requested (except for an Emergency Exception, which shall require that notice be

provided by overnight express mail, pursuant to Section 8-104: *Emergency Exceptions*), to the following persons:

1. **OWNERS OF ADJACENT PROPERTIES**. All owners of surface property rights immediately adjacent to each boundary of the entire parcel, including owners of adjacent agricultural operations. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel.

TABLE 1: TIMING OF NOTICE

	COMMUNITY DEVELOPMENT DIRECTOR	HEARING OFFICER	~~BOARD~~BOARD OF COUNTY COMMISSIONERS	PLANNING COMMISSION	BOARD OF ~~ADJUSTMENTS~~ADJUSTMENT
PUBLICATION OF NOTICE IN NEWSPAPER**	N/A	30 days	30 days (15 days for Emergency Exception)	15 days	15 days
MAILING OF NOTICE TO ADJACENT LANDOWNERS*	15 days***	30 days	30 days (15 days for Emergency Exception)	15 days	15 days
POSTING OF SIGN ON PROPERTY	15 days***	30 days	30 days (15 days for an Emergency Exception)	15 days	15 days

* Responsibility of the applicant.
** Responsibility of the Community Development Department
***Administrative Review Project that is a commercial or industrial use

2. **OWNERS OF NON-ADJACENT PROPERTY WITHIN AN EXISTING SUBDIVISION, OR 35-ACRE TRACT DEVELOPMENT.** Owners of surface property rights within a subdivision or within a 35-acre tract development in which the land use change is proposed shall be notified as follows:

   a. **PERSONS AFFECTED BY ALTERATIONS OF RECORDED PLAT, OR CHANGE IN CHARACTER OF ALL OR PART OF AN EXISTING DEVELOPMENT.** When the proposed land use change will alter a recorded plat, or affect the character of all or a portion of the existing development (such as a commercial use proposed in a residential area of a subdivision), all surface property owners within the existing development within which the proposed land use change is located shall be notified.

   b. **HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.** When the land use change is proposed on a parcel within an existing development, and a homeowners or property owners association exists for that development, the association shall be notified.

   c. **OWNERS OF MINERAL RIGHTS.** As applicable, all owners and lessees of mineral rights within the property proposed for the land use change (excluding the applicant), pursuant to C.R.S. 31-23-215. Records of the Gunnison Assessor's office may not include the listings of these owners.

   d. **OWNERS OF WATER RIGHTS**. As available in records of the Colorado Division of Water Resources, the owners of water rights in any ditches that would be impacted by the proposed land use change.

   e. **OWNERS WITHIN AN AREA PROPOSED AS A PARTICULAR GEOGRAPHIC AREA SUBJECT TO SPECIALIZED LAND USE REGULATIONS.** When the hearing is for the purpose of obtaining public input regarding the potential creation of a particular geographic area subject to specialized land use regulations, pursuant to Section 1-110: *Process for Designating Special Areas*, all property owners within the proposed boundaries of that proposed geographic area shall be notified.

   ~~f. **PERSONS EXPRESSING INTEREST IN THE APPLICATION.** When persons have submitted their names to the Community Development Department because they are interested in an~~

~~application for which a hearing has been conducted, the Community Development Department shall send them notice of any additional hearings by first class, postage-paid mail to the address they have provided. This notice is a courtesy to the public and the failure of anyone to receive it does not invalidate any hearing. Each of those persons is responsible for updating their address to the Department.~~

Commented [MH3]: Recommend deletion because due to electronic notice and application access this provision is unnecessary and unduly burdensome on the County and at taxpayer expense.

c. **SOURCE OF NAMES OF PROPERTY OWNERS RECEIVING NOTICE.** The list of property owners to whom notice is mailed shall be compiled by the applicant by using the most current list of property owners on file with the Office of the Gunnison County Tax Assessor. The list of owners of water rights in ditches that would be affected by the development shall be compiled by the applicant by contacting the local water commissioner who represents the Colorado Division of Water Resources. Owners of mineral rights may not be listed in the Gunnison County Assessor's Office; the burden is on the applicant to obtain complete, accurate and current names and addresses for property owners to whom notice shall be given.

d. **POSTING OF NOTICE.** The applicant shall be responsible for posting the public hearing notice on the Project property. The applicant shall obtain a copy of the notice and a posting board from the Community Development Department, attach the notice to the posting board and cover it with a waterproof material through which the notice is clearly visible.

1. **SIGN LOCATION**. The applicant shall post the sign in a conspicuous location on the Project property that is readily visible from a road adjoining or serving the area of the proposed development. Where the property does not have frontage on a public or private road, the sign shall be erected on the nearest road right-of-way, with a notation stating the direction and distance to the land on which the Project is proposed, or another location approved by the Community Development Department so it is visible to the greatest number of people.

2. **POSTING BOARD.** The dimensions of the posting board shall be no smaller than 24 inches wide by 36 inches high.

3. **PLACE OF POSTING.** The post, fence, structure or other location to which the public hearing notice is posted shall be sturdy and visible.

3. **VALIDITY OF NOTICE.** If the applicant and the Community Development Department accomplish the responsibilities listed above in good faith, then the failure of any property owner to receive notice shall not affect the validity of the hearing. By way of example, notice shall not be considered invalid because of unrecorded or subsequent transfers of title, an uncertainty concerning ownership information that is not discernible from the tax assessment rolls, or due to the failure of a sign to remain in place after the notice was properly posted.

4. **PROOF OF NOTICE.** A week before the public hearing, the applicant is required to provide the Community Development Department with an affidavit certifying that notice was accomplished pursuant to this Section. A photograph of the posted sign and a copy of the return receipts demonstrating to whom notice was mailed shall be attached to the affidavit.

5. **CONTENTS OF NOTICE.** The notice for the hearing shall clearly state information sufficient to give adequate notice to people whose rights could be affected by the proposed land use. The wording used in the notice shall be reasonably understandable by a person who is not a lawyer or planning professional, and shall contain at least the following information:

a. **REVIEW OR DECISION-MAKING BODY CONDUCTING THE HEARING.** The name of the review or decision-making body who will conduct the hearing.

b. **LOCATION OF HEARING.** The location of the public hearing, by name of building, if appropriate, and address.

c. **DATE AND TIME OF HEARING.** The date and time of day when the hearing will be conducted.

d. **TYPE OF APPLICATION.** A statement specifying the type of application being reviewed.

e. **INVITATION TO INTERESTED PERSONS TO ATTEND.** An invitation to interested persons to attend the hearing.

f. **DESCRIPTION OF PROJECT.** A brief description of the proposed Project that reflects the description submitted in the application.

g. **PROPERTY LOCATION.** A description of the location of the subject property by reference to known landmarks, road intersections, existing towns or developments, addresses or other similar methods; lot, block and filing number if in an approved subdivision; or quarter-section, township and range descriptions.

h. LOCATION OF ADDITIONAL INFORMATION CONTACT PERSON. The address and telephone number of the Community Development Department, stating that this is where the full details of the application may be obtained and is where written comments can be directed before the public hearing.

i. CONTACT FOR ACCESSIBILITY. A request for notification to the County of special accessibility needs of persons attending the hearing, pursuant to the requirements of the *American Disabilities Act*.

SECTION 3-113: CONDUCT OF PUBLIC HEARING

A. HEARING PROCESS. A public hearing shall be conducted in accordance with the following process:

1. RIGHTS OF ALL PERSONS. Any person may appear at a public hearing and submit evidence, including oral testimony, either individually or as a representative of an organization. Comment may also be submitted in written form before or during the hearing, or within a period of time after the hearing has closed, which shall be announced by the review body chairperson.

2. ORDER OF PROCEEDINGS. The order of the proceedings shall be as follows:

a. CONFIRMATION OF ADEQUATE PUBLIC NOTICE. The Community Development Department shall report whether or not adequate notice has been accomplished, pursuant to Section 3-112: *Notice of Public Hearing.*

b. APPLICANT'S PRESENTATION. At his/her option, the applicant may make an oral or a written presentation that informs persons at the hearing of the nature, location, and scope of the proposed land use change, including planned or proposed future phases where applicable. This presentation shall not be made by County staff or consultants, and may be waived by the Chairperson if there are no members of the public at the hearing, and the proponent has previously explained the proposed development to the review body conducting the hearing.

c. COMMUNITY DEVELOPMENT DEPARTMENT COMMENTS. The Community Development Department may discuss specific standards of this *Resolution* that apply to the proposed Project; describe the required process of review; iterate public comments that have been received by the Department on the application, cite specific submittals, plans or actions that are required in order for the application to comply with the applicable standards and provide any other relevant information concerning the application.

d. QUESTIONS BY REVIEW BODY. The review body may ask questions of the Community Development Department, or the applicant, or anyone else who is present.

e. PUBLIC COMMENTS. Public comments shall be heard. Written comments that have been received before the hearing shall be reported by the Community Development Department and acknowledged to be part of the hearing record.

1. EX PARTÉ COMMUNICATIONS. Members of decision-making bodies, and applicants and their agents shall not engage in ex parté communication about applications under review or reasonably anticipated to come under review. If an ex parté communication is attempted by telephone, in person, by FAX or other means outside of a regularly scheduled meeting, the member of the decision-making body involved shall first attempt to stop the party from the prohibited behavior, then document the communication and notify the Community Development Director by telephone or in written form. The Community Development Director shall then enter that documentation into the public record. The member or the Community Development Director shall report that documentation at the next meeting or hearing on the subject application. No ex parté communication shall be considered by a decision-making body, or any of its members, in making a decision on a Land Use Change Permit matter.

f. APPLICANT RESPONSE. The applicant may respond to any comments made by the public, or the Community Development Department, or the review body.

g. COMMUNITY DEVELOPMENT DEPARTMENT RESPONSE. The Community Development Department may respond to any statement made by the applicant, the public, or the review body.

3. TIME LIMITS FOR TESTIMONY. The chairperson conducting the public hearing shall set reasonable time limits for testimony or presentation of evidence. If any testimony or evidence is so limited, the person offering that testimony or evidence shall have an opportunity to enter it into the record in writing at the public hearing.

4. **CONTINUANCE OF PUBLIC HEARING.** At the conclusion of the hearing, the body conducting it may continue the public hearing to a fixed date and time. An applicant shall have the right to request, and be granted on a showing of good cause, one continuance of each required hearing. All subsequent continuances shall be granted at the discretion of the body conducting the public hearing and upon a finding that good cause has been shown for the continuance.

5. **CLOSURE OF PUBLIC HEARING AND ACCEPTANCE OF WRITTEN TESTIMONY AFTER CLOSURE**. If the hearing is not continued, it shall be closed. At the close of the hearing, the chairperson of the body conducting the hearing may leave the record open for a defined period of time during which only written comment will continue to be accepted. If no such time period is defined and announced by the chairperson, no further written comment shall be accepted beyond the time the hearing is closed.

   a. **NO EX PARTÉ COMMENTS ACCEPTED**. ~~The chairperson shall announce that t~~There shall be no ex parté comments accepted by members of the review or decision-making body after closure of the hearing.

   b. **ALL WRITTEN COMMENTS RECEIVED BECOME PART OF RECORD**. All written comments, along with supporting data and references, received within the specified comment period shall be made a part of the record and shall be available for public inspection at the Community Development Department when the hearing was conducted by the Planning Commission, ~~or~~ the ~~Board~~BOCC, or the ~~BOA. of~~ Adjustments Board of Adjustment (BOA). When the hearing was conducted by the ~~Board~~BOCC or BOA, copies of all such comments shall be available at the Administration Office. All timely written submittals shall be made a part of the record of the proceeding.

Commented [MH4]: The law does not require the chair to announce this as this principle is embedded in legal principals in any event.

6. **RECORD OF PUBLIC HEARING.** The body conducting the public hearing shall record the public hearing by any appropriate means, including audiotape or videotape, and written minutes. The written and taped record of oral proceedings, including testimony and statements of personal opinions, the minutes of the hearing and other meetings of the review body, all applications, exhibits, and papers submitted in any proceeding before the decision-making, administrative, or review body, the Community Development Department's report, and the decisions of the review and decision-making bodies, shall constitute the record. Those materials, on presentation to the County, shall become the public property of the County and shall not be removed without proper authorization.

   a. **MATERIALS ARE PART OF PUBLIC RECORD, AVAILABLE TO PUBLIC.** Said materials shall be public information, available to the public at the Community Development Department during regular business hours. The Department, as official custodian of those records, may make such rules with reference to the inspection of such records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Community Development Department.

SECTION 3-114: ACTIONS BY RECOMMENDING AND DECISION-MAKING BODIES

An application shall receive a recommendation and/or decision pursuant to the applicable level of Project impact classification, pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits*; Article 5: *Administrative Review Projects That Require Land Use Change Permits*; Article 6: *Minor Impact Projects*, and Article 7: *Major Impact Projects*. The record of action shall be finalized and recorded pursuant to each of those Articles. The role of recommending and decision-making bodies in each process is illustrated in Appendix Table 2: *Summary of Review Processes*.

ARTICLE 4:
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

SECTION 4-101: PURPOSE

The purpose of this Article is to identify Administrative Review Projects that do not require Land Use Change Permits.

A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of a proposed use, including an application for a Building Permit, that the proposed use exceeds the classification criteria of Administrative Review Project listed within this Section, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project that requires a Land Use Change Permit, or a Minor or Major Impact Project shall be required.

SECTION 4-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

The following Administrative Review Projects require a Building Permit, an On-Site Wastewater Treatment System Permit, an Access Permit, Reclamation Permit, or other County permit, but shall not require an additional Land Use Change Permit; such Projects shall comply with all the other requirements of this *Resolution:*

A. EXEMPT PRIMARY RESIDENCE SMALLER THAN 5,000 SQ. FT. A primary residence smaller than 5,000 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence.

BG. SECONDARY STRUCTURES AND USES. The following secondary structures and uses, pursuant to Section 9-101: C: *Secondary Structures and Uses That Do Not Require a Land Use Change Permit:*

1. **BARNS AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION.** A barn or other agricultural building used in conjunction with an agricultural operation.
2. **FENCES.** Fences, which shall comply with Section 13-113: *Fencing.*
3. **GARDENS AND GREENHOUSES**. Private non-commercial gardens and greenhouses.
4. **ONE 200 SQ. FT. STORAGE SHED**. One storage shed ~~120~~ 200 sq. ft. or smaller is permitted without obtaining a building permit, ~~when a single-family~~ for each legally permitted residence ~~has been legally permitted~~ on the property.
5. **BARNS IN APPROVED SUBDIVISIONS**. Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County.
6. **GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS**. Gardens and greenhouses that are home occupations created and operated pursuant to Section 9-102: *Home Occupations.*
7. **POOLS AND RECREATION FACILITIES**. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.

~~**8.INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9- 101: F: *Standards for Integrated Secondary Residence*.~~

8.9. SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING ~~AND HAS~~WITHOUT A ~~NO~~ KITCHEN. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations.*

10. DETACHED SECONDARY RESIDENCE. A detached secondary residence as defined in Article 2: *Definitions.*

11. –DUPLEX. A duplex as defined in Article 2: *Definitions.*

12. -HOME OCCUPATION. One home occupation, pursuant to Section 9-102: *Home Occupations*.

Commented [CP5]: Add Section references

C. **CAMPING.** Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509: C: *No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel.*

D. SPECIAL EVENTS. A special event, pursuant to Section 9-501: *Special Events.*

E. TEMPORARY STRUCTURES. Temporary structures, pursuant to Section 9-502: *Temporary Structures.*

F. **SATELLITE DISHES.** Satellite dishes, pursuant to Section 9-503: *Satellite Dish Devices*.

G. ATTACHED WIRELESS TELECOMMUNICATIONS DEVICE. Attached wireless telecommunications device, pursuant to Section 9-504: *Attached Wireless Telecommunications Devices*.

H. KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION. Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: *Keeping of Livestock Not on an Agricultural Operation*.

I. SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM. The Colorado Department of Public Health and Environment's site approval application for a proposed expansion or alteration of an existing wastewater treatment system.

J. **DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE**. A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this *Resolution*.

K. ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES. Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement.

ARTICLE 5:
ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

SECTION 5-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements and review standards that apply to the review of applications classified as Administrative Review Projects that require Land Use Change Permits.

A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of an Administrative Review Project, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project, a Minor or Major Impact Project shall be required and an application for a Land Use Change Permit shall be required to be submitted.

SECTION 5-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

The following types of Projects are classified as Administrative Review Projects that require Land Use Change Permits:

A. MAXIMUM BUILDING SIZE 5,000 SQ. FT. OR LESS AND AGGREGATE SQUARE FOOTAGE 7,000 SQ. FT. OR LESS. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.

Commented [CP6]: Match with 13-105 language

B. MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY RESIDENCE(S). No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall equal or exceed 10,000 sq. ft. and the aggregate of all structure shall not equal or exceed 12,500 sq. ft.

C. AGGREGATE SQUARE FOOTAGE 12,500 SQ. FT. OR LESS FOR MULTIPLE FAMILY RESIDENCE(S). An aggregate of 12,500 sq. ft. or less of residential living area and/or accessory structures and/or secondary use structures, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.

D. MORE THAN ONE HOME OCCUPATION. More than one home occupation, pursuant to Section 9-102: *Home Occupations*.

~~**D. MOBILE HOME NOT IN A MOBILE HOME COMMUNITY.** A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-201: *Individual Manufactured and Mobile Homes*.~~

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E. BOUNDARY LINE ADJUSTMENT. An application to adjust the lot line between adjacent parcels or lots in platted approved subdivisions when the adjustment is in compliance with Section 5-103: *Standards for Approval of Administrative Review Projects*.

F. LOT CLUSTERS. An application to eliminate the lot lines separating adjacent lots that are commonly owned.

G CORRECTION PLAT. An application to correct a technical error in a subdivision plat that has been approved and recorded.

H. REPAIR OF EXISTING DISTRIBUTION LINES. Repair of existing distribution lines located substantially within an existing utility easement.

I. ALTERATION OF APPROVED BUILDING ENVELOPES. Alterations of building envelopes on lots that were approved as an element of a Land Use Change Permit.

J. SUBDIVISION EXEMPTION TO "VALIDATE" AN EXISTING LOT. Pursuant to C.R.S. 30-28-101 (10) (d)., the "validation" of a lot that existed prior to the effective date of this *Resolution*, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot "legal lot").

K. EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS. Expansion or change of a commercial or industrial use ~~existing as of the effective date of this *Resolution*~~, when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land.

L. PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT. A constructed condominium or townhome Project, or individual phase of a condominium or townhome Project, for which a Land Use Change Permit has been approved for the overall development.

M. LIMITED MINERAL EXPLORATION. Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: *Limited Mineral Exploration.*

N. UNDERGROUND MINERAL EXPLORATION. An application for underground mineral exploration for operations existing as of the effective date of this *Resolution*, as addressed in Section 9-402: D: *Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity.*

O. EXTRACTION OF CONSTRUCTION MATERIALS. Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: *Limited Construction Material Extraction.*

RP. CONSTRUCTION OF A ~~DRIVEWAY~~RESIDENTIAL ACCESS ON A VACANT PARCEL OF LAND PRIOR TO ISSUANCE OF A BUILDING OR ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT. The construction of a ~~driveway~~residential access on vacant land prior to the ~~issuance~~ application for ~~of~~ a building or on-site wastewater treatment system permit., excluding agricultural or temporary access permits. Issuance of such permit does not create any right or entitlement for future development nor relieve applicant of requirements for development of land or a land use change in compliance with this *Resolution.*

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~~SQ. NON-COMMERCIAL USE OF HELICOPTER FOR ACCESS TO PRIVATE PROPERTY~~. ~~The non-commercial use of a helicopter solely for the use by the property owner for access to private property.~~

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Q. AMENDMENT OR TERMINATION OF SUBDIVISION COVENANTS. Amendment or termination of subdivision covenants, for covenants approved as part of the subdivision approval by Gunnison County.

SECTION 5-103: STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

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.
3. **COMPLIANCE WITH SPECIFIC STANDARDS.** In addition, the following standards shall apply to individual types of Administrative Review Projects:
   a. **ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS.**. The Community Development Director may approve an application for a boundary line adjustment if the following additional standards are met:
      1. **INSUBSTANTIAL CHANGE**. The purpose of the adjustment shall be to make an insubstantial boundary change between adjacent parcels; and
      2. **NOT CREATE ADDITIONAL LOTS.** The adjustment shall not create more than the original number of lots or parcels, nor provide the opportunity to create a new or additional lot for resale or development purposes, nor be used to increase the maximum allowable floor area for a parcel; and,

3. **MINIMUM LOT SIZE.** Following the adjustment, the lots shall continue to meet any applicable minimum lot size standards of this *Resolution*, except in the case of a nonconforming lot, in which case the adjustment shall not increase the degree to which it is nonconforming.

b. ADDITIONAL STANDARDS APPLICABLE TO CORRECTION OF PLATS. The ~~Board~~BOCC may approve an Administrative Review Project application to correct any plat of record if the following additional standards are met:

1. **ORIGINAL PLAT APPROVED AFTER MAY 7, 1972.** The original subdivision plat was approved and recorded subsequent to May 7, 1972; and
2. **PURPOSE IS TO CORRECT TECHNICAL ERRORS**. The sole purpose of a subdivision correction plat is to correct one or more technical errors in the plat.

c. ADDITIONAL STANDARDS APPLICABLE TO MORE THAN ONE HOME OCCUPATION IN A PRIMARY RESIDENCE. The Community Development Director may approve an Administrative Review Project to allow the establishment of more than one home occupation so long as the aggregate levels of activity (such as numbers of employees) and aggregate sizes of the home occupations do not exceed the standards included in Section 9-102: *Home Occupations*.

d. ADDITIONAL STANDARDS APPLICABLE TO ALTERATIONS OF APPROVED BUILDING ENVELOPES. The Community Development Director may approve an Administrative Review Project application to alter building envelopes on lots approved as an element of a Land Use Change Permit if the following additional standards are met:

1. **NO CONFLICT WITH ORIGINAL LAND USE CHANGE PERMIT**. The alteration does not substantively conflict with any conditions of approval of the original Land Use Change Permit or subdivision; and
2. **COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS**. The alteration does not result in noncompliance with any deed restrictions or protective covenants, if such restrictions or protective covenants exist; and
3. **DOES NOT CAUSE NONCOMPLIANCE WITH STANDARDS**. The alteration will not cause the envelope to be in nonconformance with any of the standards of this *Resolution*.

e. ADDITIONAL STANDARDS APPLICABLE TO SUBDIVISION EXEMPTIONS. The ~~Board~~BOCC may approve an application for a subdivision exemption if the proposed use of the land complies with Section 1-105: *Sections Necessary for Immediate Preservation of Public Health and Safety,* and all other applicable codes and regulations, including the applicable building code, adopted and amended by Gunnison County, and the *Gunnison County On-Site Wastewater Treatment System Regulations*.

SECTION 5-104: ADMINISTRATIVE REVIEW PROJECT APPLICATION

A. NOTIFICATION TO COUNTY IF FEDERAL PERMITS ~~-~~ARE REQUIRED FOR PROJECT. When an EA or EIS or other state or federal action or permit is required, and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the application is first submitted for review.

B. APPLICATION AND REVIEW FEES. In order to compensate the County for the cost of reviewing and processing the submittals, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

C. GENERAL APPLICATION FORM FOR ADMINISTRATIVE REVIEW PROJECTS. The Community Development Department shall provide and the applicant shall complete an application form appropriate for the specific Administrative Review Project for which the applicant seeks approval. The Department will review the application form with the applicant to determine which information must be submitted, depending upon the proposed use. At a minimum, the application shall include:

1. **APPLICANT.** The name, address, telephone and fax numbers, and email address for the applicant and the applicant's representative, if applicable,

a. APPLICANT IS NOT THE OWNER. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal.

Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process pursuant to this *Resolution*.

b. APPLICANT IS NOT THE SOLE OWNER. If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

2. PROPERTY OWNER. Name, address, telephone and fax numbers and email address of the owner of the property and, if other than the applicant, a notarized letter from the owner consenting to the application must be submitted.

a. NOTARIZED LETTER OF CONSENT. If the property owner is a person or entity other than the applicant, a notarized letter from the owner consenting to the application must be submitted.

3. STATUS OF PARCEL AS A LEGAL LOT. If the parcel on which the land use change is proposed is smaller than 35 acres, the Department may also request the applicant to supply information sufficient to document that the subject was legally created.

4. PROPERTY LOCATION. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.

5. PRESENT LAND USE. Identify present land uses, and locations and sizes of structures that exist on the property.

6. PROPOSED PROJECT DESCRIPTION. A description of the proposed Project, including all uses, structures, roads, utilities, parking areas, amount and kinds of traffic to be generated.

7. CHARACTERISTICS and CURRENT CONDITION OF LAND. List physical characteristics and conditions of the land, including streams, irrigation ditches, ponds, soils, roads, vegetation, any work that has been done to clear the property, etc.)

8. PROJECT DESIGN. As applicable, all elements of the Project design, pursuant to the individual sections of Article 13: *Project Design Standards*; the staff will advise the applicant which of these requirements apply to a specific application:

a. SECTION 13-103: *General Site Plan Standards and Lot Measurements.*
b. SECTION 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.
c. SECTION 13-105: *Residential Building Sizes and Lot Coverages.*
d. SECTION 13-107: *Installation of Solid-Fuel-Burning Devices*.
e. SECTION 13-108: *Open Space and Recreation Areas*.
f. SECTION 13-109: *Signs.*
g. SECTION 13-110: *Off-Road Parking and Loading.*
h. SECTION 13-111: *Landscaping and Buffering*.
i. SECTION 13-112: *Snow Storage*.
j. SECTION 13-113: *Fencing.*
k. SECTION 13-114: *Exterior Lighting.*
l. SECTION 13-115: *Reclamation and Noxious Weed Control.*
m. SECTION 13-116: *Grading and Erosion Control.*
n. SECTION 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff*.
o. SECTION 13-118: *Water Impoundments.*
p. SECTION 13-119: *Standards to Ensure Compatible Uses*.

D. LIST OF ADJACENT LANDOWNERS. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.

E. ADDITIONAL SUBMITTALS BASED UPON INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY. If a land use change is proposed on a parcel located within any of the following areas delineated pursuant to Section 1-112: *Use of Maps* or in areas otherwise addressed by the following, additional submittals may be required to be submitted; the Community Development Department will provide assistance to the applicant to determine the specific information that must be submitted:

1. **LOCATION OF SITE WITHIN FLOODPLAIN HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a floodplain hazard area, pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards.*
2. **LOCATION OF SITE WITHIN GEOLOGIC HAZARD AREA**. As applicable, an application proposing a land use change on a parcel located in a geologic hazard area may be required to submit a geotechnical report that evaluates and predicts the impact of specific geologic conditions on the proposed land use change and measures to mitigate these hazards, pursuant to Section 11-104: *Development in Areas Subject to Geologic Hazards.*
3. **LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a wildfire hazard area, pursuant to Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
4. **LOCATION OF SITE WITHIN AREA POTENTIALLY AFFECTED BY WETLANDS AND WETLANDS PERMITTING.** As applicable, an application proposing a land use change on a parcel located in an area in which there are wetlands, pursuant to Section 11-107: *Protection of Water Quality.*
5. **LOCATION OF SITE VISIBLE FROM RIDGELINE VANTAGE.** As applicable, an application proposing a land use change that is visible from a ridgeline vantage, pursuant to Section 11-108: *Standards for Development on Ridgelines.*
6. **DEVELOPMENTS IMPACTING AGRICULTURAL LANDS**. If a proposed Project adjoins agricultural lands, involves land through which irrigation ditches flow, or over which there are general or exclusive easements for stock drives, the application shall address the requirements of Section 11-109: *Development That Affects Agricultural Lands*, and Section 15-103: *Right-to-Ranch Policy* which shall identify, in written and/or graphic form, the following:
   a. **AGRICULTURAL LAND OWNER**. The location(s) and name(s) of owner(s) of any agricultural land(s) adjoining or possibly impacted by the proposed land use change.
   b. **AGRICULTURAL DITCHES.** The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.
   c. **EASEMENTS**. The location of historical easements used to gain access to headgates, ditches, and fences for maintenance or operations.
   d. **LIVESTOCK DRIVES AND FENCELINES.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.
7. **DEVELOPMENT ON LAND BEYOND SNOWPLOWED ACCESS.** As applicable, an application that proposes development at a location that currently receives no snowplowing services for access, pursuant to Section 11-110: *Development of Land Beyond Snowplowed Access.*
8. **DEVELOPMENT ON LAND ON AN INHOLDING WITHIN NATIONAL WILDERNESS.** As applicable, an application that proposes development on an inholding within a National Wilderness Area, pursuant to Section 11-111: *Development on Inholdings in the National Wilderness.*
9. **DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE.** As applicable, an application that proposes development on a parcel located above timberline, pursuant to Section 11-112: *Development on Property Above Timberline.*

F. MAPS AND SITE PLANS. Maps and site plans submitted with any application shall be at a scale and sheet size that can be easily viewed. A minimum scale of 1" = 100' is preferred. Sheet size shall not exceed 24 inches by 36 inches.

1. **VICINITY MAP**. A vicinity map, which at a minimum includes the following (as illustrated in Appendix Figure 2: *Vicinity Map Example*); applications for plats of constructed condominium or townhome Projects that have been approved by the County shall not be required to submit a site plan:
   a. **PROPERTY LOCATION AND NEARBY PARCEL SIZES AND LAND USES**. Location of the property on a United States Geological Survey quadrangle map or on a recorded plat if the proposed development is within an approved subdivision, with the location highlighted so that it is easy to see, and that clearly shows sizes of parcels and land uses within a half-mile of the proposed Project.
   b. **ROADS.** All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that provide access to the proposed Project.

c. **EASEMENTS.** Easements recorded or historically used that provide access to or across, or other use of, the property.

d. **BOUNDARIES OF DISTRICTS, MUNICIPALITIES OR SUBDIVISIONS.** Locations of special district boundaries, municipalities or residential subdivisions within a half mile of the property.

e. **PROXIMITY OF MINING OR PROCESSING ACTIVITY.** Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.

2. **SITE PLAN**. A site plan, which at a minimum, includes the following (as illustrated in Appendix Figure 1: *Site Plan Example.*); applications for plats of constructed condominium or townhome Projects that have been approved by the County shall not be required to submit a site plan:

a. **ALL PROPERTY PROPOSED FOR DEVELOPMENT**. Include all land proposed for immediate and anticipated for future development. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.

b. **PHASING.** Any proposed phases of the development, and their timing.

c. **TOTAL ACREAGE OF CONTIGUOUS PROPERTY OWNED BY THE APPLICANT.** Total acreage and location of all contiguous property owned by the applicant.

d. **TOTAL ACREAGE IN PROPOSED LAND USE CHANGE PERMIT AREA**. Total acreage of the site on which the applicant wants to obtain approval for the Land Use Change Permit.

e. **ADJACENT LOT SIZES.** Lot size(s) of properties adjacent to and in the impact area of the site proposed for the land use change.

f. **ADJACENT LAND OWNERS.** Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.

g. **UTILITY LOCATIONS IN AREA**. Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.

h. **TOPOGRAPHIC FEATURES**. Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.

i. **LIVESTOCK DRIVES AND FENCELINES**. Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

j. **IRRIGATION DITCHES**. The location(s), and name(s), of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

k. **DRAINAGE**. Drainage patterns, on and adjacent to the Project property.

l. **DRIVEWAYS AND PARKING**. Driveways/parking areas, both existing and proposed.

m. **EXISTING STRUCTURES**. Locations and sizes of existing structures.

n. **PROPOSED STRUCTURES**. Locations and sizes of proposed structures.

o. **BOUNDARIES.** Boundaries and related measurements.

G. **PROTECTIVE COVENANTS, CONDOMINIUM OR TOWNHOME DECLARATIONS, OR DEED RESTRICTIONS.** Any existing, or a draft of proposed, protective covenants, a condominium declaration or deed restrictions that will be imposed on the development.

H. **ADDITIONAL SUBMITTALS BASED ON EVIDENCE OF REASONABLE PROBABILITY OF CUMULATIVE IMPACTS.** If, in the course of the Administrative Project review, evidence is submitted or gathered indicating that there is a reasonable probability that the proposed land use change will contribute to cumulative impacts within the impact area, the Community Development Department or the Planning Commission shall require that additional information, including but not limited to studies of specific issues, be submitted.

I. LOCATION OF SITE WITHIN SPECIAL GEOGRAPHIC AREA OR DISTRICT. As applicable, an application proposing a land use change on a parcel located within a designated Special Area or special district may be required to comply with regulations of that Area or district.

J. COPY OF PROPERTY TAX CERTIFICATE. COPY OF PROPERTY TAX CERTIFICATE. Copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration. Copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

K. SPECIFICATIONS FOR CONDOMINIUM/TOWNHOME PLATS. For a constructed condominium or townhome Project for which a Land Use Change Permit has been approved for the overall development, copies of the condominium declarations, and a plat or plats that meet(s) the applicable requirements of this Section, that is suitable for recording, and:

1. **IS SIGNED.** Is signed by the developer/owner.
2. **DEPICTS BOUNDARIES AND LEGAL DESCRIPTION**. Depicts the perimeter boundaries and sets forth the legal description of the parcel of land submitted to condominium ownership.
3. **SHOWS LOCATION OF IMPROVEMENTS**. Shows the location of all improvements situated on the parcel.
4. **IDENTIFIES AIR SPACE UNITS FOR CONDOMINIUMS.** If the plat is for a condominium development, sufficient vertical horizontal cross-section drawings of improvements to allow individual air spaces to be separately identified in three-dimensional space. Those individual spaces shall be identified by number or other appropriate designation.
5. **CONDOMINIUM PLAT SHOWS FLOOR ELEVATIONS.** Shows the elevations of the floors of the residences in relation to a United States Geological Survey benchmark.

Commented [MH9]: Change because townhomes do not require floor elevations

6. **IDENTIFIES GENERAL COMMON ELEMENTS**. Identifies the general common elements and limited common elements in reasonably sufficient detail and in a manner that does not conflict with the description or definition of those elements in the condominium declarations.
7. **REQUIRED PLAT LANGUAGE.** The following plat language:

   a. **FLOODPLAIN WARNING AND DISCLAIMER.** If the subject property is located within an identified floodplain, language shall be included on the plat pursuant to Section 11-103: F. 1: *Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of This Property*.

   b. **GEOLOGIC HAZARDS WARNING AND DISCLAIMER.** If the subject property is located within an identified geologic hazard area, language shall be included on the plat pursuant to Section 11-104: F. 5: *Warning and Disclaimer of Geologic Hazards Affecting Use and Occupancy of This Property*.

   c. **WILDFIRE HAZARD AREA WARNING AND DISCLAIMER**. If the subject property is located within an area designated as a wildfire hazard area, language shall be included on the plat pursuant to Section 11-106: G: *Warning and Disclaimer of Wildfire Hazards Affecting Use and Occupancy of This Property.*

   d. **COMPLIANCE WITH COUNTY APPROVAL DOCUMENTS**. A Final Plat presented for approval shall contain one of the following statements, as applicable:

      1. **COMPLIANCE WITH ~~BOARD~~BOCC RESOLUTION.**

         COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

         The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

      2. **COMPLIANCE WITH APPLICABLE CERTIFICATE OF APPROVAL.**

         COMPLIANCE WITH CERTIFICATE OF APPROVAL

         The property described on this plat is subject to all the requirements, terms and conditions of Certificate of Approval No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

   e. **GENERAL NOTES.** Pursuant to Section 11-110: H: *Protective Covenants or Deed Restrictions and Plat Language*, the following paragraphs shall be included within a section of "General Notes" on a Final Plat:

1. **CONFINEMENT OF DOMESTIC ANIMALS.** Language directing that domestic animals must be controlled by kenneling, leashing, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. **AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS**. Language referencing C.R.S. 35-46-101 *et seq*: clearly stating that a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
3. **IRRIGATORS' RIGHT TO MAINTAIN IRRIGATION DITCH**. Language notifying individual lot owners that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

f. ATTORNEY'S OPINION. The following opinion by the applicant's attorney:

ATTORNEY'S OPINION

I, (printed name of attorney), an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in_____ and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows :_____(list same or indicate none).
Dated this _____ day of _____, A.D. 20___.

_____
Attorney-at-Law

g. DEDICATION. A Final Plat presented for approval shall contain one of the following statements concerning dedication, which shall be followed by the Notary Statement set forth in (c.) below:

1. DEDICATION LANGUAGE.

DEDICATION

(I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.
In witness whereof (printed name of the owner) has (have) subscribed (his, her, their) name(s) this _____ day of _____, A.D. 20___.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

2. DEDICATION/ALTERNATIVE LANGUAGE.

DEDICATION

(I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.
In witness whereof (printed name of the owner(s)) has (have) subscribed his, her, their name(s) this _____day of _____, A.D. 20_____.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

3. NOTARIAL.

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20_____, by (printed name of owner(s): if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).
My commission expires: _____
My address is: _____
Witness my hand and official seal:
_____ (seal)
Notary Public

h. BOARD OF COUNTY COMMISSIONERS' APPROVAL. As is consistent with the selected paragraph of dedication, any Final Plat submitted for approval shall contain one of the following statements of approval as appropriate:

1. BOARD APPROVAL LANGUAGE:

Board of County Commissioners' Approval
The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from, the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

2. BOARD APPROVAL: FIRST ALTERNATIVE LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL
The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

3. BOARD APPROVAL: SECOND ALTERNATIVE LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL
The within plat of (name of development in capital letters) Is approved this _____ day of _____, A.D. 20_____, as a seasonal use development only and not as a development served by a road opened or to be opened on a year-round basis. The roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance purposes. Maintenance of, or snow removal from the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

4. BOARD APPROVAL: THIRD ALTERNATIVE LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL
The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20,_____ as a seasonal use development only and not as a development served by a road opened or

to be opened on a year-round basis. The private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

5. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE.** (To be placed in the lower right-hand corner of cover sheet.)

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____, Reception Number _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

6. **SURVEYOR'S STATEMENT.** A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him or under his direct responsibility and supervision and explaining how bearings, if used, were determined.

L. **APPLICATION FORM FOR BOUNDARY LINE ADJUSTMENTS**. In addition to completing the application form as specified in Section 5-104: *Administrative Review Project Application* applications for boundary line adjustments shall also include:

1. **CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS**. If the application is for a boundary line adjustment, the application shall include notarized written consent from all landowners and mortgage holders whose lot lines are being adjusted.
2. **SURVEY PLAT.** A survey shall be submitted that includes the following:
   a. **TITLE AND DESCRIPTION.** It shall include the title, "Boundary Line Adjustment," and reference the property description by township and range, or by lot, parcel or tract number, as appropriate.
   b. **LEGEND.** A legend shall be included on the survey, clearly indicating the original boundaries, and the adjusted boundaries.
   c. **ATTORNEY'S OPINION.** Any survey plat for a boundary line adjustment presented for approval shall contain this statement:

ATTORNEY'S OPINION

I, (printed name of attorney), an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in _____ and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: (list same or indicate none). Dated this _____ day of _____, 20 ___.

~~/s/~~ _____
Attorney-at-Law

   d. **SURVEYOR'S STATEMENT**. A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him/her or under his/her direct responsibility, supervision and checking and explaining how bearings, if used, were determined.
   e. **COUNTY APPROVAL SIGNATURES.** Any survey plat for a boundary line adjustment presented for approval shall contain the following statements:
      1. **BOARD OF COUNTY COMMISSIONERS' APPROVAL.** Any Commissioner of the Board is authorized to sign the plat without formal Board review.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the boundary line adjustment (name of plat title in capital letters) is approved this _____ day of _____, A.D. 20_____, _____.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

2. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE.** (To be placed in the lower right-hand corner of cover sheet.)

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 _____, 20 _____, Deposit Number _____.

Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

M. APPLICATION FORM FOR LOT CLUSTER. In addition to completing the application form as specified in Section 5-104: *Administrative Review Project Application* applications for lot clusters shall also include:

1. **SITE PLAN.** The site plan shall include the following (as illustrated in Appendix Figure 1: *Site Plan Example.*):
   - **a. LOTS TO BE CLUSTERED.** The lots whose shared boundaries will be vacated by the Lot Cluster Agreement, the name of subdivision in which the lots are located, if applicable, and the numbers of the lots.
   - **b. ADJACENT LOTS.** The lots immediately adjacent to all boundaries of the lots that will be clustered.
   - **c. ROADWAYS.** Platted development, County or other public, state or federal roadways adjacent to the proposed clustered lots.
   - **d. EASEMENTS.** Location of legal easements, including trails, adjacent to and across the proposed clustered lots.
   - **e. CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots and a copy of the easement agreements, if such agreements exist.
   - **f. CONSENT OR SUBORDINATION BY LIEN HOLDERS.** As applicable, notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots.

N. APPLICATION FORM FOR CORRECTION OF PLAT. In addition to completing the application form as specified in Section 5-104: *Administrative Review Project Application*, applications for corrections of plats shall also include:

1. **SURVEY PLAT.** A survey that includes the following:
   - **a. TITLE AND DESCRIPTION**. It shall include the title, "Corrected Plat," and reference the property description by township and range, or by subdivision lot, parcel or tract number, as appropriate.
   - **b. STATEMENT OF CORRECTION.** A statement clearly explaining the correction to the plat.
   - **c. LEGEND.** A legend shall be included on the survey, the original boundaries, and the adjusted boundaries.
   - **d. SURVEYOR'S STATEMENT**. A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him/her or under his/her direct responsibility, supervision and checking and explaining how bearings, if used, were determined.
   - **e. COUNTY APPROVAL SIGNATURES.** Any corrected plat presented for approval shall contain the following:
     1. **BOARD OF COUNTY COMMISSIONERS' APPROVAL**. Any Commissioner of the Board is authorized to sign the plat without formal Board review.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within corrected plat of (name of plat title in capital letters) is approved this _____ day of _____, A.D. 20_____, _____.

_____
Chairperson, Board of County Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

2. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE**. (To be placed in the lower right-hand corner of cover sheet.)

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_____, 20 _____, Deposit Number _____.

Time _____, Date _____.

_____

Gunnison County Clerk and Recorder

O. **APPLICATION FORM FOR SUBDIVISION EXEMPTIONS.** In addition to completing the application form as specified in Section 5-104: *Administrative Review Project Application*, applications for subdivision exemption shall include:

1. **SURVEY PLAT**. A survey shall be submitted that includes the following:

   a. **TITLE AND DESCRIPTION**. It shall include the title, "Subdivision Exemption," and reference the property description by township and range, or by lot, parcel or tract number, as appropriate.

   b. **LEGEND**. A legend shall be included on the survey, clearly indicating the original boundaries, and the adjusted boundaries.

   c. **SURVEYOR'S STATEMENT**. A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him/her or under his/her direct responsibility, supervision and check, and explaining how bearings, if used, were determined.

   d. **ATTORNEY'S OPINION**. Any survey plat for a subdivision exemption presented for approval shall contain this statement:

ATTORNEY'S OPINION

I, (printed name of attorney), an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in _____ and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: (list same or indicate none). Dated this _____ day of _____, 20 ___.

_____

Attorney-at-Law

   e. **BOARD OF COUNTY COMMISSIONERS.** Any survey plat for a subdivision exemption presented for approval shall contain the following statements:

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the subdivision exemption (name of plat title in capital letters) is approved this _____ day of _____, A.D. 20_____,

_____

Chairperson, Board of Gunnison County Commissioners

Attest:

_____

Gunnison County Clerk and Recorder

   f. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE**. (To be placed in the lower right-hand corner of cover sheet.)

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_____, 20 _____, Deposit Number _____.

Time _____, Date _____.

_____

Gunnison County Clerk and Recorder

P. **ADDITIONAL INFORMATION.** Such additional information reasonably required by the Community Development Department as necessary to determine the impact classification, or to otherwise aid in the evaluation of the development pursuant to the applicable requirements of this *Resolution*.

SECTION 5-105: ADMINISTRATIVE REVIEW PROJECT REVIEW PROCESS

A. GENERAL REVIEW PROCESS. The following review process (illustrated in the flowchart in Appendix Figure 5: *General Review Process for Administrative Review Projects That Require Land Use Change Permit)* shall apply to applications for Administrative Review Projects:

1. **PRE-APPLICATION CONFERENCE.** Attendance at a Pre-Application Conference is optional before submittal of an application for an Administrative Review Project.
2. **SUBMITTAL OF APPLICATION.** The applicant shall submit a complete application pursuant to this Article.
3. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW**. The Community Development Director shall review the application, pursuant to Section 3-110: *Community Development Department Application Review,* including:
   a. **REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS**. The Community Development Department may request the professional analysis and recommendations of other review agencies, organizations, or technical consultants 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.
4. **NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE.** When the application is for an Administrative Review Project that is a commercial or industrial use, notice shall be given to the public pursuant to Section 3-112: *Notice of Public Hearing*, except that notice by publication in a newspaper shall not be required. The notice shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Director. The Community Development Director shall act on the application within 15 days after the close of the comment period.
   a. **NOTICE TO MUNICIPALITY.** When the proposed commercial or industrial use is located within a municipal three-mile area, notice shall be provided to the municipality.
5. **ACTION BY COMMUNITY DEVELOPMENT DIRECTOR**. Within 30 days of having certified that the application is complete, or after having received comment from review agencies pursuant to Section 3-110: B. *Request for Review by Other Agencies or Departments,* whichever is later, 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 this *Resolution.* Conditions of approval shall include the applicant's timely and fully obtaining and complying with all applicable federal, state, municipal and other permits required for the Project.
6. **APPROVAL AND SIGNATURE OF PLAT BY ~~BOARD~~BOCC**. When an Administrative Review Project requires the submittal of a survey plat for execution by the BOCC, the Community Development Director shall schedule the item on the ~~Board~~BOCC agenda for signature.
7. **RECORDATION OF CERTIFICATE**. Within 30 days following approval of the Administrative Review application, the Community Development Director shall record a Certificate of Administrative Review in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific Project, the legal description of the subject property, any relevant Findings related to the Project's compliance with this *Resolution*,

or conditions of approval, and include the Community Development Director's signature line, and the date of approval.

B. **APPEAL.** A decision by the Community Development Director on an application for an Administrative Review Project may be appealed by referral to the ~~Board~~Board of ~~Adjustments~~Adjustment (BOA), pursuant to Section 8-103: *Appeals*.

ARTICLE 6:
MINOR IMPACT PROJECTS

SECTION 6-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements, and review standards that apply to the review of Land Use Change Permit applications for developments classified as Minor Impact Projects.

A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of a Minor Impact Project as listed within this Article, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered, the appropriate submittals shall be required, and the appropriate review process initiated.

SECTION 6-102: PROJECTS CLASSIFIED AS MINOR IMPACT PROJECTS

The following uses shall be classified and reviewed as Minor Impact Projects:

A. 2-4 UNITS. 2-4 8 units that are subdivision lots, ~~duplex units,~~ or multiple-family residences, except as allowed pursuant to Section 9-101: D. 2.: *Secondary Structures and Uses Classified as Minor Impact Projects.*

B. MAXIMUM BUILDING SIZE LARGER THAN 5,000 SQ. FT. AND AGGREGATE SQUARE FOOTAGE LARGER THAN 7,000 SQ. FT.. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

Commented [CP10]: Match with 13-105 language

C. MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY RESIDENCE(S). No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall equal or exceed 10,000 sq. ft. and the aggregate of all structure shall not equal or exceed 12,500 sq. ft. unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.

Commented [CP11]: Match with 13-105 language

D. AGGREGATE SQUARE FOOTAGE MORE THAN 12,500 SQ. FT. FOR MULTIPLE FAMILY RESIDENCE(S). An aggregate of more than 12,500 sq. ft. of unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

~~**PRIMARY RESIDENCE LARGER THAN 5,000 SQ. FT.** A primary residence larger than 5,000 sq. ft. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*~~

~~**C. AGGREGATE SQUARE FOOTAGE LARGER THAN 7,000 SQ. FT.** An aggregate square footage larger than 7,000 sq. ft. of residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*~~

~~**D. MULTIPLE FAMILY RESIDENCE LARGER THAN 10,000 SQ. FT.** A multiple family residence larger than 10,000 sq. ft. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*~~

E. AGGREGATE SQUARE FOOTAGE LARGER THAN 12,500 SQ. FT. MULTIPLE FAMILY RESIDENCE(S). An aggregate of 12,500 sq. ft. or larger of residential living area and/or accessory use structures and secondary structures on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

F. **AGGREGATE SQUARE FOOTAGE GREATER THAN 45 PERCENT OF AREA.** An aggregate square footage of structures that exceeds 45 percent of the total area of one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

G. MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT. More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: *Uses Secondary to a Primary Residence.*

H. DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS. Any development other than a Project classified as a Major Impact Project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to Section 11-108: F: *Impact Classification.*

I. CLEARING OF MORE THAN 7,500 SQ. FT. OF LAND. Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation.

J. NEW COMMERCIAL, INDUSTRIAL 10,000 SQ. FT., OR FIVE ACRES OR LESS. A new commercial or industrial structure equal to or less than 10,000 sq. ft. or a new commercial or industrial use developed on five acres or less.

K. ~~10,000-15,000 SQ. FT.~~ EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 10,000 SQ. FT. OR FIVE ACRES OR LESS. Expansion or change of a commercial or industrial use, when the expansion will result in the use having a total size of less than 10,000 sq. ft. of a structure or less than 5 acres of land ~~A 10,000–15,000 sq. ft. expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*~~.

L. CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD. Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years.

M. GENERAL ROAD CUTTING OR CONSTRUCTION. Road cutting or construction, except that cutting or construction and maintenance of a road that provides access solely for an agricultural operation shall not be classified as a Minor Impact Project, and shall not require review.

~~N.~~ SUBDIVISION PLAT VACATION, AMENDMENT OR REPLAT. Vacation, amendment or replat of a recorded subdivision plat.

~~O~~N. TRANSMISSION LINES. Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a Project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved.

~~P~~O. BED AND BREAKFAST. Bed and breakfast business, pursuant to Section 9-103: *Bed and Breakfast.*

~~Q~~P. CHILD CARE CENTER. A child care center, pursuant to Section 9-506: *Child Care Center*.

~~U~~Q. GROUP HOME. A group home, pursuant to Section 9-507: *Group Home.*

~~R~~U. WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS. New Projects or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to Section 13-118: *Water Impoundments.*

~~S~~R. EXPANSION OR EXTENSION OF SNOWPLOWING. Expansion or extension of snowplowing, pursuant to Section 11-110: F: *Expansion or Extension of Snowplowing.*

~~T~~S. COMMERCIAL WEDDING SITE. The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event.

T. FREESTANDING WIRELESS COMMUNICATION STRUCTURE. Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to Section 9-505: Freestanding Wireless Telecommunication Structures.

U. NON-COMMERCIAL USE OF HELICOPTER FOR ACCESS TO PRIVATE PROPERTY. The non-commercial use of a helicopter solely for the use by the property owner for access to private property.

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SECTION 6-103: STANDARDS FOR APPROVAL OF MINOR IMPACT PROJECTS

A Land Use Change Permit for a Minor Impact Project shall comply with the following:

A. ALL APPLICABLE STANDARDS. The proposed land use change shall comply with, and the burden shall be on the applicant to demonstrate through competent evidence that the proposed land use change complies with all applicable requirements of this *Resolution*; and

B. 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; and

C. COMPLIANCE WITH SPECIFIC STANDARDS. In addition, the following standards shall apply to individual types of Minor Impact Projects:

1. **ADDITIONAL STANDARDS APPLICABLE TO VACATION, AMENDMENT OR REPLAT OF SUBDIVISION PLATS.** The Board may approve a Minor Impact application to vacate, amend or replat any recorded subdivision plat if all of the following additional standards are met:

   a. **LEGAL PLAT OF RECORD.** The plat to be vacated, amended or replatted shall be a legal plat of record; when the plat is proposed to be vacated the applicant(s) shall be the owner of all the lands identified on the plat to be vacated.

   b. **VACATION SHALL NOT DENY ACCESS.** Vacation, amendment or replatting of all or part of the plat shall not interfere with the use of, nor deny access by public thoroughfare to public land, adjoining properties, utility service, or other improvements. In granting a vacation, the Board may reserve easements for access, and for the installation or maintenance of utilities, ditches, and similar improvements.

   c. **NOT DAMAGE ANY LOT OWNER.** The plat vacation, amendment or replat shall not result in damage to any individual lot owner.

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SECTION 6-104: MINOR IMPACT APPLICATION

A. **NOTIFICATION TO COUNTY IF FEDERAL PERMITS REQUIRED FOR PROJECT**. When an EA or EIS or other state or federal action or permit is required, and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the application is first submitted for review.

B. **AREA AND PHASING OF DEVELOPMENT**. The Minor Impact Project application shall relate to all of the area proposed for immediate or future development, including all contiguous land under ownership by the applicant. If phasing is proposed by the applicant or determined by the County to be appropriate, the general concept of that phasing shall be addressed.

C. **APPLICATION AND REVIEW FEES**. In order to compensate the County for the cost of reviewing and processing the submittals, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **COST FOR PUBLIC HEARING NOTICE(S)**. In addition to the application fee, the applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

D. **COPY OF PROPERTY TAX CERTIFICATE.** One copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

E. **GENERAL APPLICATION FORM FOR MINOR IMPACT PROJECTS.** The Community Development Department shall provide and the applicant shall complete an application form appropriate for the specific Minor Impact Project. The Application includes both a narrative describing elements of the proposed project, and maps and layout plans than illustrate it. Unless waived by the Community Development Department, at a minimum, the application shall include:

1. APPLICANT. The name, address, telephone and fax numbers, and email address for the applicant and the applicant's representative, if applicable,

   a. **APPLICANT IS NOT THE OWNER**. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process pursuant to this *Resolution*.

   b. **APPLICANT IS NOT THE SOLE OWNER.** If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

2. PROPERTY OWNER. Name, address, telephone and fax numbers and email address of the owner of the property and, if other than the applicant, a notarized letter from the owner consenting to the application must be submitted.

   a. **STATUS OF PARCEL AS A LEGAL LOT.** If the parcel on which the land use change is proposed is smaller than 35 acres, the Department may also request the applicant to supply information sufficient to document that the subject was legally created.

b. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.

c. **DATE OF APPLICATION.** The date on which the application was prepared.

3. **IDENTIFICATION OF PRESENT LAND USE AND PREVIOUSLY -APPROVED USES**. Identification of present land use, locations, and sizes of structures that exist on the subject property, Land Use Change Permits or other permitted activities that were previously approved for the parcel on which this land use change is proposed.

4. **CHARACTERISTICS and CURRENT CONDITION OF LAND**. List physical characteristics and conditions of the land, including streams, irrigation ditches, ponds, soils, roads, vegetation, any work that has been done to clear the property, etc.

5. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.

6. **MINERAL RESOURCES**. Indication of mineral resources that are known, or reasonably believed to be located in the property proposed for the land use change, whether the area has been the site of underground or surface mining activity, and whether an original patent has been issued to the property under federal mining law. If reasonably available, a list of the owners or lessees of underlying mineral estates is to be included.

7. **PROPOSED PROJECT DESCRIPTION.** A description of what the applicant wants to do on or to the property, including the following:

   a. **USES AND ACTIVITIES, NUMBERS OF UNITS, OR SIZES OF USES.** Proposed uses or activities, division of land, adjustment of boundaries, expansion of existing uses, construction, materials to be stockpiled, indoor and outdoor storage areas. Numbers of units or lots. Estimated square footage or acreage of commercial, industrial or other uses. The proposed number of residential and/or other units and estimated square footage of structures may be expressed as a range, provided the top end of the range is no more than 20 percent higher than the bottom end of the range.

   b. **DESCRIPTION OF OFF-SITE RESOURCES.** Description of off-site resources such as gravel and haul routes as may be necessary to accomplish the project.

   c. **SEASONS AND HOURS OF OPERATION.** As applicable, the seasons of the year in which the activity is proposed to be conducted, and the intended hours of operation.

   d. **PHASES.** Any phases that may be proposed within a Final Plan for the development.

8. **INFRASTRUCTURE ELEMENTS.** As applicable, the elements of all infrastructure that will be required as part of the development, pursuant to the individual sections of Article 12: *Development Infrastructure Standards* including:

   a. **ROAD SYSTEM.** If the development is to include a road or roads, location and design, pursuant to Section 12-103: *Road System* and the *Gunnison County Specifications for Road and Bridge Construction Standards.*

   b. **TRAILS.** If the parcel on which the development is proposed is land over which there is a public trail, the application must comply with Section 12-104: *Trails.* Applicants also are encouraged to include public trails and other amenities for non-motorized travel in an application to link existing adjacent public trails or trails easements, and should provide information pursuant to that section if they are interested in providing such trails.

   c. **SEWAGE DISPOSAL/WASTEWATER TREATMENT**. If applicable, how wastewater will be disposed of, pursuant to the requirements of Section 12-106: *Sewage Disposal/Wastewater Treatment.*

d. WATER SUPPLY. Adequate evidence, which may be a final court decree, deed or other written document demonstrating ownership and/or right to use water in the amounts, manner and location(s) proposed to supply the development, pursuant to Section 12-105: *Water Supply.*

1. TIE ON TO EXISTING CENTRAL SYSTEM. If the Project will tie onto an existing central water supply system, the name of the municipality, district or other existing system that will provide the service. A copy of a notarized letter of 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.

2. PROVISION OF NEW CENTRAL SYSTEM. If the Project includes the construction and operation of a new central water supply system, copies of approved current well permits, court decrees, decreed plan of water augmentation, or other deeded water rights. A description of the proposed system, including treatment options, proposed plans for operation and maintenance, and information about how water will be provided for fire suppression.

3. INDIVIDUAL WELL OR SPRING SYSTEM. If an individual well or piped spring is proposed as the supply, a list of, and provision of copies of approved current well permits, court decrees, plans of water augmentation, or other deeded water rights. If the source of the supply is not located on the property proposed for development, the site of the source shall be indicated on the submitted vicinity map, and as applicable, copies of existing easements for location, access to and maintenance of pipelines and related facilities.

4. WATER AUGMENTATION PLAN. If the Colorado Division of Water Resources requires that a plan of water augmentation be approved for the Project, a copy of the application for the augmentation, as submitted to the Division.

9. FIRE PROTECTION. An applicant for a land use change classified as a Minor Impact Project that is located in a specific fire protection district must contact the district before submitting the application, for the purpose of being informed of the District's design and construction standards that will apply to the application. Section 12-107: *Fire Protection*.

10. MINING AND CONSTRUCTION ACTIVITIES. As applicable, information pursuant to the individual sections of Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*

11. COMMERCIAL AND INDUSTRIAL USES. As applicable, information pursuant to the individual sections of Division 9-300: *Commercial and Industrial Uses*.

E. PROJECT DESIGN. As applicable, all elements of the Project design, pursuant to the individual sections of Article 13: *Project Design Standards*; the staff will advise the applicant which of these requirements apply to a specific application:

1. **SECTION 13-103:** *General Site Plan Standards and Lot Measurements.*
2. **SECTION 13-104:** *Setbacks from Property Lines and Road Rights-of-Way*.
3. **SECTION 13-105:** *Residential Building Sizes and Lot Coverages.*
4. **SECTION 13-107:** *Installation of Solid-Fuel-Burning Devices*.
5. **SECTION 13-108:** *Open Space and Recreation Areas*.
6. **SECTION 13-109:** *Signs*.
7. **SECTION 13-110:** *Off-Road Parking and Loading.*
8. **SECTION 13-111:** *Landscaping and Buffering*.
9. **SECTION 13-112:** *Snow Storage*.
10. **SECTION 13-113:** *Fencing*.
11. **SECTION 13-114:** *Exterior Lighting*.
12. **SECTION 13-115:** *Reclamation and Noxious Weed Control.*
13. **SECTION 13-116:** *Grading and Erosion Control*.
14. **SECTION 13-117:** *Drainage, Construction and Post-Construction Storm Water Runoff*.
15. **SECTION 13-118:** *Water Impoundments*.
16. **SECTION 13-119:** *Standards to Ensure Compatible Uses*.

F. ADDITIONAL SUBMITTALS BASED UPON INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY. If a land use change is proposed on a parcel located within any of the following areas delineated pursuant to Section 1-112: *Use of Maps* or in areas otherwise addressed by the following, additional submittals may be required to be submitted; the Community Development Department will provide assistance to the applicant to determine the specific information that must be submitted:

1. **LOCATION OF SITE WITHIN FLOODPLAIN HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a floodplain hazard area, pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards.*
2. **LOCATION OF SITE WITHIN GEOLOGIC HAZARD AREA**. As applicable, an application proposing a land use change on a parcel located in a geologic hazard area may be required to submit a geotechnical report that evaluates and predicts the impact of specific geologic conditions on the proposed land use change and measures to mitigate these hazards, pursuant to Section 11-104: *Development in Areas Subject to Geologic Hazards.*
3. **LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a wildfire hazard area, pursuant to Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
4. **LOCATION OF SITE WITHIN AREA POTENTIALLY AFFECTED BY WETLANDS AND WETLANDS PERMITTING.** As applicable, an application proposing a land use change on a parcel located in an area in which there are wetlands, pursuant to Section 11-107: *Protection of Water Quality.*
5. **LOCATION OF SITE VISIBLE FROM RIDGELINE VANTAGE.** As applicable, an application proposing a land use change that is visible from a ridgeline vantage, pursuant to Section 11-108: *Standards for Development on Ridgelines.*
6. **DEVELOPMENTS IMPACTING AGRICULTURAL LANDS**. If a proposed Project adjoins agricultural lands, involves land through which irrigation ditches flow, or over which there are general or exclusive easements for stock drives, the application shall address the requirements of Section 11-109: *Development That Affects Agricultural Lands*, and Section 15-103: *Right-to-Ranch Policy* which shall identify, in written and/or graphic form, the following:
   a. **AGRICULTURAL LAND OWNER**. The location(s) and name(s) of owner(s) of any agricultural land(s) adjoining or possibly impacted by the proposed land use change.
   b. **AGRICULTURAL DITCHES.** The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.
   c. **EASEMENTS**. The location of historical easements used to gain access to headgates, ditches, and fences for maintenance or operations.
   d. **LIVESTOCK DRIVES AND FENCELINES.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.
7. **DEVELOPMENT ON LAND BEYOND SNOWPLOWED ACCESS.** As applicable, an application that proposes development at a location that currently receives no snowplowing services for access, pursuant to Section 11-110: *Development of Land Beyond Snowplowed Access.*
8. **DEVELOPMENT ON LAND ON AN INHOLDING WITHIN NATIONAL WILDERNESS.** As applicable, an application that proposes development on an inholding within a National Wilderness Area, pursuant to Section 11-111: *Development on Inholdings in the National Wilderness*.
9. **DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE.** As applicable, an application that proposes development on a parcel located above timberline, pursuant to Section 11-112: *Development on Property Above Timberline.*

G. MAPS AND SITE PLANS. Maps and site plans submitted with any application shall be at a scale and sheet size that can be easily viewed. A minimum scale of 1" = 100' is preferred. Sheet size shall not exceed 24 inches by 36 inches. In the case of map sets containing multiple sheets, there shall be an index sheet stating the contents of each sheet. In the case of a large development site that requires more than two sheets to depict the entire land area at an appropriate scale, the applicant shall also submit a total area plan showing the entire development on a single sheet at an appropriate scale.

1. **VICINITY MAP**. A vicinity map, at a minimum, shall include the following (as illustrated in Appendix Figure 2: *Vicinity Map Example*):
   a. **PROPERTY LOCATION AND NEARBY PARCEL SIZES AND LAND USES**. Location of the property on a United States Geological Survey quadrangle map or on a recorded plat if the proposed development is within an approved subdivision, with the location highlighted so that it is easy to see, and that clearly shows sizes of parcels and land uses within a half-mile of the proposed Project.

b. ROADS. All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that traverse and/or provide access to this proposed Project.

c. EASEMENTS. Easements recorded or historically used that provide access to or across, or other use of, the property.

d. BOUNDARIES OF DISTRICTS, MUNICIPALITIES OR SUBDIVISIONS. Locations of special district boundaries, municipalities or residential subdivisions within a half mile of the property.

e. PROXIMITY OF MINING OR PROCESSING ACTIVITY. Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.

2. SITE PLAN. A site plan, which at a minimum shall include the following (as illustrated in Appendix Figure 1: *Site Plan Example.*):

a. ALL PROPERTY PROPOSED FOR DEVELOPMENT. Include all land proposed for immediate and anticipated for future development. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.

b. PHASING. Any proposed phases of the development, and their timing.

c. TOTAL ACREAGE OWNED. Total acreage and location of all contiguous property owned by the applicant.

d. TOTAL ACREAGE IN PROPOSED LAND USE CHANGE PERMIT AREA. Total acreage of the site on which the applicant wants to obtain approval for the Land Use Change Permit.

e. ADJACENT LOT SIZES. Lot size(s) of properties adjacent to and in the impact area of the site proposed for the land use change.

f. ADJACENT LAND OWNERS. Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.

g. UTILITY LOCATIONS IN AREA. Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.

h. TOPOGRAPHIC FEATURES. Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.

i. LIVESTOCK DRIVES AND FENCELINES. Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

j. IRRIGATION DITCHES. The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

k. DRAINAGE. Drainage patterns, on and adjacent to the Project property.

l. TRAILS. Pursuant to Section 12-104: *Public Trails*, as applicable, the application shall show existing public trails that cross the subject property, and any trails the applicant may be proposing to include as an element of the proposed land use change.

m. ROADS, DRIVEWAYS AND PARKING. Roads, driveways and parking areas, both existing and proposed. Driveway access locations are subject to review and approval by the Public Works Department. If roads are an element of the Project design, they shall be designed pursuant to, and Section 12-103: *Road System*.

n. EXISTING STRUCTURES. Locations and sizes of existing structures.

o. PROPOSED STRUCTURES. Locations and sizes of proposed structures.

p. BOUNDARIES. Boundaries and related measurements.

H. PROTECTIVE COVENANTS, CONDOMINIUM OR TOWNHOME DECLARATIONS, OR DEED RESTRICTIONS. Any existing, or a draft of proposed, protective covenants, a condominium declaration or deed restrictions that will be imposed on the development.

I. ADDITIONAL SUBMITTALS BASED ON EVIDENCE OF REASONABLE PROBABILITY OF CUMULATIVE IMPACTS. If, in the course of the Minor Impact Project review, evidence is submitted or gathered indicating that there is a reasonable probability that the proposed land use change will contribute to cumulative impacts within the impact area, the Community Development Department or the Planning Commission shall require that additional information, including but not limited to studies of specific issues, be submitted.

J. LOCATION OF SITE WITHIN SPECIAL GEOGRAPHIC AREA OR DISTRICT. As applicable, an application proposing a land use change on a parcel located within a designated Special Area or special district may be required to comply with regulations of that Area or district.

K. ADDITIONAL INFORMATION. Such additional information reasonably required by the Community Development Department as necessary to determine the impact classification, or to otherwise aid in the evaluation of the development pursuant to the applicable requirements of this *Resolution*.

SECTION 6-105: SUBMITTAL FOR FINAL ACTION FOR MINOR IMPACT PROJECT

~~A.~~ ~~**COPIES OF INFORMATION NECESSARY FOR ACTION BY RECOMMENDING AND DECISION-MAKING BODIES.** If the Planning Commission, after a work session(s) and the applicable required public hearing, directs the staff to prepare a Recommendation or Decision document for approval of a Minor Impact Project, the Community Development Department shall determine the number of copies of a plan submitted for final action (including protective covenants, blue line copies of a plat, or final plan layout as applicable) necessary for review and action by the County, and advise the applicant of that number.~~

Commented [HS13]: everything is electronic now.

BA. CONDOMINIUM AND TOWNHOME DEVELOPMENTS. A Minor Impact Project that is a plan for condominium or townhome development shall require a Final Plan approval for the layout, infrastructure and amenities for the Project. Building Permits may then be issued for construction of individual buildings. A Final Plat shall be submitted after the buildings are constructed, that is reviewed and recorded pursuant to Article 5: *Administrative Review Projects That Require Land Use Change Permits*.

BC. FEES. To compensate the County for the cost of reviewing and processing applications for Land Use Change Permits, each applicant shall pay the Final Plan fee as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **IMPACT FEES**. As applicable, payment in full of any impact fees.

~~D~~C. SUBMITTAL OF DRAFT COPY. The applicant shall submit one digital draft copy of the plan for final action to the Community Development Department.

~~**E. TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, it shall determine the number of copies of the plan for final action that are necessary for review and action by the Planning Commission and/or ~~Board~~BOCC, and other review agencies or County departments, and shall notify the applicant of the number required to be submitted. The Department shall, as applicable, forward the plan for final action and any relevant comments to the Planning Commission and/or ~~Board~~BOCC.~~

DF. NARRATIVE. The plan for final action shall include the following, presented in the same order as it is listed here, in a stapled or otherwise bound document, on consecutively-numbered pages:

1. **APPLICANT OTHER THAN APPLICANT WHEN APPLICATION ORIGINALLY SUBMITTED**. If the applicant is not the same as the applicant who submitted the initial application, that fact shall be noted, and a notarized letter of consent from the current property owner for the current applicant to proceed with the review shall be submitted.

2. **PROPERTY OWNER OTHER THAN OWNER WHEN APPLICATION ORIGINALLY SUBMITTED.** If the property owner is not the same as the owner who submitted the initial application, that fact shall be noted, and a notarized letter of consent from the current property owner for the current applicant to proceed with the review shall be submitted.

   a. **APPLICANT IS NOT THE SOLE OWNER.** If the applicant is not the sole owner of the land, and the ownership of the property has changed since the initial application, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

3. PROJECT DESCRIPTION. A detailed description of the uses and activities for which final approval is requested, including:

- **a. USES AND ACTIVITIES.** Proposed uses or activities, division of land, adjustment of boundaries, expansion of existing uses, and construction, stockpiled materials, indoor and outdoor storage areas.
- **b. NUMBERS OF UNITS OR OTHER SIZES OF USES**. Numbers of units or lots. The square footage or acreage of commercial, industrial or other uses.
- **c. DESCRIPTION OF STRUCTURES**. Description of structures to be constructed, their estimated size(s) and appearance.
- **d. DESCRIPTION OF OFF-SITE RESOURCES**. Description of off-site resources, hazardous activities and haul routes.
- **e. IDENTIFICATION OF LOT USE WITHIN SUBDIVISION**. If subdivision of the property is proposed, the uses proposed for all resulting lots.
- **f. SEASONS AND HOURS OF OPERATION.** As applicable, the seasons of the year in which the activity is proposed to be conducted, and the intended hours of operation.
- **g. PHASES.** Phases of the plan, if applicable.

4. DOCUMENTATION OF CONVEYANCE OF LAND OR EASEMENT. As applicable, a copy of warranty deed(s) to, or easement agreement(s) with, the appropriate entity conveying or providing easement to the County or other entity, for any land set aside for road rights-of-way, public trails, or other public use.

5. PROTECTIVE COVENANTS AND DESIGN GUIDELINES, CONDOMINIUM OR TOWNHOME DECLARATIONS, OR DEED RESTRICTIONS. Protective covenants, design guidelines, condominium or townhome declaration or similar restrictions that will be imposed on the development. The protective covenants shall be the final recordable form and, at a minimum, shall address:

- **a. CONDITIONS OF LAND USE CHANGE PERMIT.** As applicable, those items required as conditions of the Land Use Change Permit approval to be included within protective covenants, design guidelines, condominium or townhome declarations or deed restrictions.
- **b. RESPONSIBILITIES OF HOMEOWNERS' ASSOCIATION.** As applicable, responsibilities of property owners or homeowners' association to collect dues, maintain common areas, improve infrastructure common to the development, maintenance of a decreed water augmentation plan and the augmented water supply, treatment of wastewater and/or water, and to oversee the maintenance of the general appearance of the development.
- **c. COUNTY IS PARTY TO AMENDMENT OR TERMINATION**. Language that requires that amendment or termination of the protective covenants or restriction is subject to approval by Gunnison County.
- **d. DESIGN CRITERIA**. Design criteria that will govern development within the subdivision, including:
  1. **BUILDING SCALE AND LOCATION.** Language defining building heights, compatibility with terrain, and sizes of all structures that will be allowed by the protective covenants. The requirements of Section 11-108: *Standards for Development on Ridgelines*, Section 13-103: *General Site Plan Standards and Lot Measurements,* Section 13-105: *Residential Building Sizes and Lot Coverages* shall guide the drafting of the covenant language.
  2. **ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE.** Language describing the architectural style that will be required of all structures in the proposed development, and the types and colors of exterior materials to be used, including siding, roofing.
- **e. DOMESTIC ANIMAL CONTROL.** Language limiting the maximum number of domestic animals allowed on a lot or within the development, and requiring that they be confined on site by kenneling, leashing or other similar means. Language that includes requirements that comply with those specified by Section 11-106: F.6*: Domestic Animal Controls,* Section 11-109: D: *Domestic Animal Controls*, and Section 9-508: *Keeping of Livestock Not On an Agricultural Operation.*
- **f. EXTERIOR LIGHTING.** Language that includes requirements that comply with those specified by Section 13-114: *Exterior Lighting*.
- **g. FENCING.** Language that includes requirements that comply with those specified by Section 13-113: *Fencing.* If there is proposed to be a fence separating the proposed development from lands on which there

are agricultural operations or are public lands, language shall be required acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the property owners or homeowners' association.

h. **RECLAMATION AND NOXIOUS WEED CONTROL.** Language that includes requirements that comply with those specified by Section 13-115: *Reclamation and Noxious Weed Control.*

i. **USE AND MAINTENANCE OF OPEN SPACE AREAS**. As applicable, language shall be included that lists uses allowed on, and requires maintenance of common open space areas by the homeowners association, or other appropriate entity. Pursuant to Section 13-108: *Open Space and Recreation* Areas.

j. **SIGNS.** Language shall be included that informs property owners or other land users within the proposed development that installation of signs requires compliance with the Gunnison County regulations and may require a Gunnison County Sign Permit.

k. **RULES CONCERNING PARKING**. Language concerning limitations on parking pursuant to Section 13-110: *Off-road Parking and Loading*.

l. **LANDSCAPING AND BUFFERING**. Language addressing installation and maintenance of landscaping on individual lots and common areas pursuant to Section 13-111: *Landscaping and Buffering*.

m. **PROVISION FOR SNOW REMOVAL AND SNOW STORAGE.** Language identifying responsibility of a property owners' or homeowners' association or other entity to remove snow from interior roads and parking areas, and other applicable requirements pursuant to Section 13-112: *Snow Storage*.

n. **STANDARDS TO ENSURE COMPATIBLE USES.** As applicable, specific covenants or other restrictions designed to mitigate impacts to nearby residential or public use areas or neighborhood land uses, pursuant to Section 13-119: *Standards to Ensure Compatible Uses*.

o. **SOLID-FUEL-BURNING DEVICES.** If solid-fuel-burning devices are to be used in the proposed development, restrictions shall be listed ensuring compliance with Section 13-107: *Installation of Solid-fuel-burning Devices.*

p. **GEOTECHNICAL SITE-SPECIFIC STUDIES.** When a parcel is proposed for subdivision and analysis has indicated it is located within a geologic hazard area, language shall be included that identifies the specific hazard in which the development, or identified portions of the development, are located, and refers by title, name of preparer, and date of preparation to the geotechnical analysis of the site.

1. **COPY OF GEOTECHNICAL STUDY TO BE ATTACHED**. A copy of the geotechnical study(ies) shall be required to be attached as an exhibit to the protective covenants or deed restriction.

q. **DOCUMENTATION ESTABLISHING ADMINISTRATIVE ASSOCIATION**. If the development is a subdivision, condominium or townhome development, proof of the establishment of any applicable homeowners' or property owners' association, district, architectural control committee or other group that will administer or enforce protective covenants, declarations or deed restrictions. If proof of establishment is not submitted with the plan for final action, establishment shall be guaranteed through provisions in the Development Improvement Agreement, and all relevant documentation creating the organization shall be submitted to the Community Development Department.

r. **FINAL COST ESTIMATES**. As applicable, documentation from contractors, materials providers, engineers or other professionals, certifying final estimates for roads, bridges, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements required by the County for final approval.

s. **COPY OF PROPERTY TAX CERTIFICATE.** Copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration. If the copy provided in the Minor Impact application is current, no additional copy need be provided.

t. **INFORMATION TO ASSESSOR'S OFFICE.** If the development is a subdivision, condominium or townhome development, a copy of a notarized signed statement from the developer agreeing to provide the Gunnison County Assessor's Office with the following information before November 30 of each year shall be submitted:

1. **PARCELS SOLD.** A description of all lots or parcels sold within the development.
2. **PURCHASER INFORMATION.** Name and address of each purchaser.
3. **PURCHASE PRICE.** Purchase price of each parcel sold.

~~G~~E. **LAYOUT AND DESIGN.** The application shall include a rendering of the final layout and design plan of the Project that shall include:

1. **SURVEY.** A scale survey of the boundaries of the land parcel, showing all planned, recorded and apparent rights-of-way and all easements including ditches, utility lines, roads, and paths or trails; a description of all monuments found and set marking the boundaries of the property; and a description of all control monuments used and all dimensions necessary to establish the boundaries in the field. All section, quarter-section, township and range lines that cross the development shall be identified.
2. **SCALE.** Scale shall be 100 feet to the inch, except building plans and townhome or condominium plans may be at a larger scale if appropriate.
3. **SHEET SIZE.** Sheet size shall be 24 inches by 36 inches. When a large development requires more than two sheets at the required scale, the applicant shall also submit a total area plan showing the entire development at a scale that is clearly legible.
4. **LOCATIONAL INFORMATION.** Each sheet shall contain a scale (written and graphic), north arrow and a heading containing the name and location of the development by reference to a quarter-section, township and range, and a reference to a U.S. Mineral survey where applicable.
5. **SUBDIVISION PLAT**. If the development is a subdivision, the final layout shall be presented as a recordable Plat, and include the required language pursuant to Section 6-105: L: *Specifications for Subdivision Plats.*

~~H~~F. **ENGINEERED PLANS**. Final engineering design plans and descriptions for roads, bridges, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements proposed to be installed by the developer, or required by the County; such plans shall be designed and stamped by a qualified professional engineer licensed in the State of Colorado. Engineering plans may be bound separately when size or bulk makes it advisable. Two folded copies of each of the plans shall be provided that can be stored in legal-sized folders, and shall not be submitted in rolled form.

G~~I~~. **UTILITY LOCATION PLANS.** As applicable, final utility location plans approved by all utility companies identified as providing service to the development.

H~~J~~. **WATER SUPPLY.** Documentation of a final court decree, deed or other written evidence demonstrating ownership and/or right to use water in the amounts, manner and location(s) for the uses and activities included in the development.

1. **WATER AUGMENTATION PLAN**. If the Division of Water Resources required that a plan of water augmentation be designed, submitted and approved, a copy of the decree(s) for the plan shall be submitted. The plan shall accurately portray the number and types of uses described in the applicant's Final Plan application submittal, including phases, if applicable.

I~~K~~. **SPECIFICATIONS FOR SUBDIVISION PLATS**. Subdivision plats intended for recording shall be prepared by a surveyor registered in the State of Colorado, clearly and legibly drawn on indelible material so that legible prints can be made from it. The Plat recorded in the Office of the Clerk and Recorder of Gunnison County shall be a nonerasable copy of the original. Sheet size shall be 24" x 36". The scale of the final plat shall be sufficiently large to show clearly the details of the plan (preferably 1" = 100').

1. **PUBLIC AREAS.** All public or common areas shall be identified.
2. **NON-DUPLICATING ROAD NAMES.** All roads shall be named. Road names shall not duplicate those of any existing named road within the unincorporated county or any incorporated municipality, to avoid confusion and duplication.
3. **ACCESS AND OTHER EASEMENTS.** Planned and existing, recorded or apparent easements shall be shown, including 25-foot easements from each irrigation ditch bank pursuant to Section 11-109: G. 2.: *Irrigation Ditch Easements*, watercourses, public utilities, drains, sewers, snow storage areas, roads and paths or trails crossing the property, the closing or changing of which might affect the rights of others or result in damage to the property of the owner.
4. **BLOCKS AND LOTS.** All blocks and lots or spaces shall be consecutively numbered.
5. **REFERENCE TO PROTECTIVE COVENANTS**. If protective covenants are included as an element of the development, they shall be filed with the plat and the plat shall contain the correct recording references.
6. **CURVE DATA.** All curve data, in a chart that includes radii, internal angles, and lengths of all arcs and points of curvature.

7. **REQUIRED PLAT LANGUAGE.** The following plat language:

   a. **FLOODPLAIN WARNING AND DISCLAIMER.** If the subject property is located within an identified floodplain, language shall be included on the plat pursuant to Section 11-103: F. 1. *Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of This Property.*

   b. **GEOLOGIC HAZARDS WARNING AND DISCLAIMER.** If the subject property is located within an identified geologic hazard area, language shall be included on the plat pursuant to Section 11-104: F. 5: *Warning and Disclaimer of Geologic Hazards Affecting Use and Occupancy of This Property.*

   c. **WILDFIRE HAZARD AREA WARNING AND DISCLAIMER**. If the subject property is located within an area designated as a wildfire hazard area, language shall be included on the plat pursuant to Section 11-106: G: *Warning and Disclaimer of Wildfire Hazards Affecting Use and Occupancy of This Property.*

   d. **COMPLIANCE WITH COUNTY APPROVAL DOCUMENTS**. A Plat presented for approval shall contain one of the following statements, as applicable:

      1. **COMPLIANCE WITH ~~BOARD~~BOCC RESOLUTION.**

         COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

         The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

      2. **COMPLIANCE WITH APPLICABLE CERTIFICATE OF APPROVAL.**

         COMPLIANCE WITH CERTIFICATE OF APPROVAL

         The property described on this plat is subject to all the requirements, terms and conditions of Certificate of Approval No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

   e. **GENERAL NOTES.** Pursuant to Section 11-110: H: *Protective Covenants or Deed Restrictions and Plat Language*, the following paragraphs shall be included within a section of General Notes on a Final Plat:

      1. **CONFINEMENT OF DOMESTIC ANIMALS.** Language directing that domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.

      2. **AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS**. Language referencing C.R.S. 35-46-101 *et seq*: clearly stating that a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

      3. **IRRIGATION DITCH MAINTENANCE**. Language notifying individual lot owners that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

   f. **ATTORNEY'S OPINION.** The following opinion by the applicant's attorney:

ATTORNEY'S OPINION

I, (printed name of attorney), an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in_____ and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows :_____(list same or indicate none).

Dated this _____ day of _____, A.D. 20___.

_____

Attorney-at-Law

   g. **DEDICATION.** A Final Plat presented for approval shall contain one of the following statements concerning dedication, which shall be followed by the Notary Statement set forth in (3) below:

      1. **DEDICATION LANGUAGE.**

         DEDICATION

         (I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of

land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof (printed name of the owner) has (have) subscribed (his, her, their) name(s) this _____ day of _____, A.D. 20___.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

2. **DEDICATION/ALTERNATIVE LANGUAGE**.

DEDICATION

(I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof (printed name of the owner(s)) has (have) subscribed his, her, their name(s) this _____day of _____, A.D. 20_____.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

3. **NOTARIAL.**

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20_____, by (printed name of owner(s): if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).

My commission expires: _____
My address is: _____
Witness my hand and official seal:
_____ (seal)
Notary Public

h. **PLANNING COMMISSION APPROVAL**

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends _____ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____ day of _____, A.D. 20_____.

_____
Chairperson, Gunnison County Planning Commission

i. **BOARD OF COUNTY COMMISSIONERS' APPROVAL.** As is consistent with the selected paragraph of dedication, any Final Plat submitted for approval shall contain one of the following statements of approval as appropriate:

1. **~~BOARD~~ BOCC APPROVAL LANGUAGE:**

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from, the subject roads shall be only upon a separate resolution *of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.*

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

2. ~~BOARD~~ BOCC **APPROVAL: FIRST ALTERNATIVE LANGUAGE:**

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

3. ~~BOARD~~BOCC **APPROVAL: SECOND ALTERNATIVE LANGUAGE**:

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) Is approved this _____ day of _____, A.D. 20_____, as a seasonal use development only and not as a development served by a road opened or to be opened on a year-round basis. The roads and other public areas are hereby accepted provided, however, such acceptance shall not in any way be considered as an acceptance for maintenance purposes. Maintenance of, or snow removal from the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

4. ~~BOARD~~BOCC **APPROVAL: THIRD ALTERNATIVE LANGUAGE:**

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20,_____ as a seasonal use development only and not as a development served by a road opened or to be opened on a year-round basis. The private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

5. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE.** (To be placed in the lower right-hand corner of cover sheet.)

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____, Reception Number _____, Time _____, Date _____.

_____

Gunnison County Clerk and Recorder

6. **SURVEYOR'S STATEMENT.** A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him or under his direct responsibility and supervision and explaining how bearings, if used, were determined.

SECTION 6-106: MINOR IMPACT REVIEW PROCESS

The following review process (illustrated in the flowchart in Appendix Figure 5: *General Review Process for Minor Impact Projects*) shall apply to applications for Minor Impact Projects:

A. PRE-APPLICATION CONFERENCE. The applicant may choose to participate in a Pre-Application Conference before submitting a permit application for a land use change classified as a Minor Impact Project, pursuant to Section 3-108: *Pre-Application Conference*.

B. SUBMITTAL OF DRAFT COPY. The Community Development Department shall provide and the applicant shall complete an application that contains those materials specified in Section 6-104: *Minor Impact Application*. The applicant shall submit one draft copy of the application to the Community Development Department.

C. COMMUNITY DEVELOPMENT DEPARTMENT REVIEW. Review of the application shall be accomplished as specified in Section 3-110: *Community Development Department Application Review* and shall identify additional submittals that must be submitted by the applicant. If the property is located adjacent to agricultural operations, the Department shall provide a copy of the Right-to-Ranch policy, and a copy of the County's *Code of the West*, pursuant to Article 15: *Right-to-Ranch Policy*.

~~**D. TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, the applicant shall submit one hard copy and one digital copy of the application to the Department. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission and/or Board~~BOCC~~.~~

~~E~~**D. REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS**. The Community Development Department may request the professional analysis and recommendations of review agencies, organizations, or technical consultants 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~~F~~. WORK SESSION(S). After the Community Development Department has determined the application to be complete, the Planning Commission shall conduct a work session or sessions to identify and consider any issues related to the application.

F~~G~~. SITE VISIT(S). The ~~Board~~BOCC and/or Planning Commission may conduct site visits of the proposed Project site if either body determines that the visit will provide information useful to its review of the proposal. Review of the

application may be delayed for a reasonable period if inclement weather, or snow or mud conditions delay or prohibit a site visit.

GH. **PUBLIC HEARING.** The Planning Commission shall conduct a public hearing to consider the application. The public hearing shall be conducted pursuant to Section 3-113: *Conduct of Public Hearing.*

1. **JOINT PUBLIC HEARING FOR SUBDIVISION.** If the Minor Impact application involves an activity that meets the definition of a subdivision, the ~~Board~~BOCC and Planning Commission shall jointly conduct the public hearing, and the notice shall so indicate; the timing of public notice shall comply with the notice required for ~~Board~~BOCC hearings pursuant to Section 3-112: *Notice of Public Hearing*.

IH. **SUBMITTAL OF INFORMATION NECESSARY FOR FINAL ACTION.** If the Planning Commission, after the public hearing, directs the staff to prepare a recommendation of approval or a decision document, the applicant shall submit the required information pursuant to Section 6-105: *Submittal for Final Action for a Minor Impact Project.*

IJ. **PLANNING COMMISSION ACTION.** It is the goal but not the requirement (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this *Resolution,* that within 60 days following the close of the public hearing, the Planning Commission shall endeavor to complete its review of the application, considering the relevant materials, testimony and compliance of the application with the applicable standards of this *Resolution,* and shall render either a Recommendation if the application is for a subdivision, or a Decision if the application is a Minor Impact Project that is not a subdivision, condominium or townhome, or water impoundment Project classified as a Class II dam.

1. **DECISION ON APPLICATION THAT IS NOT FOR A SUBDIVISION, CONDOMINIUM OR TOWNHOME DEVELOPMENT, OR** WATER IMPOUNDMENT PROJECT CLASSIFIED AS A CLASS II DAM. If the application is not for approval of a subdivision, condominium or townhome development or a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to Section 13-118: *Water Impoundment*s, the Commission shall render a decision, to approve, approve with conditions, or to deny the application. The Decision shall include a summarized description of the Project, the Commission's findings and if the decision is to approve the application, a determination that a development improvement agreement is appropriate and improvements for which surety should be required.

   a. **APPEAL.** A decision by the Planning Commission on an application for a Minor Impact Project may be appealed by referral to the ~~Board~~BOCC, pursuant to Section 8-103: *Appeals.*

2. **RECOMMENDATION ON SUBDIVISION, CONDOMINIUM OR TOWNHOME DEVELOPMENT, OR WATER IMPOUNDMENT PROJECT CLASSIFIED AS A CLASS II DAM.** If the application is for approval of a subdivision, or condominium or townhome Project for which a plat is required or a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, the Commission shall complete a recommendation to the Board of Commissioners, recommending approval, approval with conditions, or denial, and include a summarized description of the Project, the Commission's findings and if for approval, a determination that a Development Improvement Agreement is appropriate and the improvements for which surety should be required.

~~K~~J. **DRAFT DEVELOPMENT IMPROVEMENT AGREEMENT** Pursuant to Section 16-118: *Development Improvement Agreement Required*, when public or private improvements are a required component of a Land Use Change Permit, the applicant shall provide a copy of documentation of the certified final cost estimates to the County Attorney's office which will draft a Development Improvement Agreement that references specific amenities of the Project that were required by the Minor Impact approval, and the method of funding to ensure their completion. The Development Improvement Agreement shall specifically identify such requirements referencing plans, drawings and schedules for completion and shall be substantially in the form referenced in Section 16-118: *Development Improvement Agreement Required.*

KL. ~~BOARD~~BOCC **DECISION ON OPTIONAL ~~BOARD~~BOCC PUBLIC HEARING ON SUBDIVISION, CONDOMINIUM OR TOWNHOME DEVELOPMENT, OR WATER IMPOUNDMENT PROJECT CLASSIFIED AS CLASS II DAM.** If the application is for a subdivision or condominium or townhome development or a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, the ~~Board~~BOCC shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the ~~Board~~BOCC shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the ~~Board~~BOCC's determination of whether it is in the public interest to do so, considering among other factors the following:

1. **LEVEL OF PUBLIC INTEREST**. There has or has not been substantial public interest in the proposal; or

2. **IDENTIFICATION OF NEW ISSUES.** Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or

3. **IDENTIFICATION OF NEW INFORMATION.** Whether it is probable that new information related to the application will be provided.

4. **~~BOARD~~BOCC PUBLIC HEARING.** If the ~~Board~~BOCC chooses to conduct a public hearing, the following shall apply:

   a. **HEARING NOTICE.** Public notice that the ~~Board~~BOCC will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: *Notice of Public Hearing.*

   b. **CONDUCT OF HEARING.** The ~~Board~~BOCC hearing shall be conducted pursuant to Section 3-113: *Conduct of a Public Hearing.*

L~~M~~. **~~BOARD~~BOCC ACTION.** Within 35 days after receipt of the Planning Commission recommendation if the ~~Board~~BOCC did not conduct another public hearing, or within 35 days after closure of the hearing if the ~~Board~~BOCC conducted another public hearing, the ~~Board~~BOCC shall act within approve, approve with conditions, refer the application back to the Planning Commission for additional review, or deny the application. The ~~Board~~BOCC's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the ~~Board~~BOCC does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission. If the application is referred back to the Planning Commission for additional review, the ~~Board~~BOCC shall, within 60 days after receipt of the Planning Commission's additional recommendation, approve, approve with conditions, or deny the application.

1. **ADDITIONAL PLANNING COMMISSION REVIEW.** Before it takes action on the application, the ~~Board~~BOCC may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:

   a. **NEW INFORMATION SUBMITTED.** There has been information submitted that was not available for consideration by the Commission before its recommendation; or

   b. **INSUFFICIENT EVALUATION.** There are substantive issues or requirements of this *Resolution* that were not sufficiently evaluated in the Commission's recommendations; or

   c. **SUBSTANTIVE ALTERATION.** There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or

   d. **NEED FOR CLARIFICATION.** There is an element of the Planning Commission's recommendation that requires clarification.

M~~N~~. **RECORDATION OF CERTIFICATE.** Within 30 days following approval of the Minor Impact Project application, the Community Development Director shall record a *Certificate of Minor Impact Project Approval* in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall summarize the specific Project, the legal description of the subject property, include reference to the approval by the relevant decision-making body, the date on which the approval occurred, and shall include as an attached exhibit a copy of any resolution or other decision document memorializing the approval.

N~~O~~. **RECORDATION OF SUBDIVISION PLAT.** If the Land Use Change Permit approval is for a subdivision plat, within 120 days of the execution of the Development Improvements Agreement the County shall file, or shall oversee the filing of, the plat in the Office of the County Clerk and Recorder. Approved protective covenants shall be recorded in the Office of the Clerk and Recorder at the same time the plat to which they relate is filed in that office.

O~~P~~. **INSUBSTANTIAL CHANGES AND AMENDMENTS.** Insubstantial changes to an approved Minor Impact Project may be authorized by the Community Development Director without an additional public hearing.

1. **LIMITS ON INSUBSTANTIAL CHANGES.** Insubstantial changes shall be limited to technical or engineering considerations that arise during final design or during actual construction, or similar minor modifications to features of the Project that are necessary to address technical constraints or unanticipated consequences.

2. **ACTIVITIES NOT CONSIDERED INSUBSTANTIAL CHANGES.** Activities that shall not be considered insubstantial changes and may not be authorized by the Community Development Director include changes to the overall character of the Project, changes that substantially increase the Project's trip generation or the demand for public facilities, and changes that are inconsistent with a condition or representation of the Project's original approval. Such activities shall be considered amendments of the plan and may only be authorized by the applicant's submitting a new application and repeating the review process for a Minor Impact Project.

ARTICLE 7:
MAJOR IMPACT PROJECTS

This Article establishes the review process, application submittal requirements, and review standards that apply to the review of Land Use Change Permit applications for development classified as Major Impact Projects.

DIVISION 7-100:
CLASSIFICATION, STANDARDS AND GENERAL REVIEW STEPS FOR MAJOR IMPACT PROJECTS

SECTION 7-101: PROJECTS CLASSIFIED AS MAJOR IMPACT

The following uses shall be classified and reviewed as Major Impact Projects:

A. MORE THAN FOUR UNITS. More than four units that are subdivision lots, duplex units, or multiple-family residences.

B. NEW COMMERCIAL, INDUSTRIAL LARGER THAN ~~5~~10,000 SQ. FT. OR FIVE ACRES. A new commercial or industrial use of more than ~~5~~10,000 sq. ft. of structure, or on a parcel of more than five acres, or which, because of Projected traffic, hours of operation, or type of use, may be classified as a Major Impact Project, or would be the first instance of a commercial or industrial land use in an area in which no other commercial or industrial land use currently exists.

C. EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE ~~OF~~ LARGER THAN 10,000 SQ. FT. OR FIVE ACRES OR MORE. Expansion of a commercial or industrial use, ~~existing as of the effective date of this Resolution~~, of 10,000 sq. ft. or five acres or more.

D. LARGE NEW OR EXPANDED MINING OPERATIONS. New or expanded mining operations that operate for more than 180 days per year, produces more than 10,000 tons of ore/waste per year, or affects more than two surface acres of land, pursuant to Division 9-400*: Exploration, Extraction and Processing of Minerals and Construction Materials*.

E. LARGE CONSTRUCTION MATERIALS OPERATIONS. Any sand, gravel or quarry operation providing material that will operate for more than two years, pursuant to *Division 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.* Larger operations may require review under the *Gunnison County Special Development Projects Regulations*.

F. WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS I DAMS. New Projects, or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class I dam, pursuant to Section 13-118: *Water Impoundments.*

G. TRANSMISSION LINES. Construction of a new transmission line(s) in an area in which no line(s) currently exists, but not including a Project for which a Land Use Change Permit has been granted in which the design, construction, location and impacts of the utility line(s) were reviewed and approved.

H. PRECEDENT FOR FUTURE LAND USE THAT IS DIFFERENT THAN EXISTING USE. Any proposal that sets a precedent for future land use that is significantly different than existing land uses in the impact area.

SECTION 7-102: STANDARDS OF APPROVAL FOR MAJOR IMPACT PROJECTS

An application for a Land Use Change Permit for a Major Impact Project shall comply with the standards of this section. Compliance of the proposed land use change with these standards shall be determined broadly and conceptually during Sketch Plan review, in detail during Preliminary Plan review, and definitively during Final Plan review.

A. COMPLIANCE WITH ALL APPLICABLE STANDARDS. The proposed land use change shall comply with, and the burden shall be on the applicant to demonstrate through competent evidence, that the proposed land use change complies with all applicable requirements of this *Resolution*.

B. 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 development area, and shall not adversely impact the future development of the development area.

C. PHASES REQUIRED TO "STAND ALONE" IN PROVIDING SERVICES. If the land use change is to be developed in phases, then each phase shall contain the required roads, bridges, utilities, landscaping, and other improvements that are necessary and desirable for residents of the Project. If the land use change incorporates any amenities for the benefit of the County, such as trail connections, these shall be constructed within the first phase of the Project, or, if this is not possible, then at a time defined and agreed upon as part of the Development Improvement Agreement at Final Plan approval.

D. USES SHALL BE IDENTIFIED. The ~~Board~~BOCC shall not approve any subdivision that creates any new lot for which no uses have been identified.

SECTION 7-103: GENERAL REVIEW STEPS FOR MAJOR IMPACT PROJECTS

A. PURPOSE. Major Impact Projects require the consideration by the County of a Sketch Plan, Preliminary Plan, and Final Plan, in that order. This Section provides an overview of what is expected to occur during reviews of each of those plans. Each step is a distinct process involving the submittal of an application, an application fee, required plans and reports, referrals of the proposal to other agencies, staff analysis, work sessions and public hearings. At each step of the process the design and engineering detail increases in order to relieve the applicant from major and potentially unnecessary expenses in situations that may require a redesign and a revision of expensive engineering or planning reports. Approval at any step in the process does not ensure approval at the next step.

B. SKETCH PLAN IS EXPLORATORY. Sketch Plan review provides an opportunity for the County, the applicant, and the public to engage in an exploratory discussion of a proposed land use change, to examine alternative approaches to development of the property, to participate in a process of joint planning and negotiation between the County and the applicant to promote development and land use change which is consistent with the intent and purposes of this *Resolution*.

1. **SKETCH PLAN EXPECTED TO EVOLVE.** Requirements of Sketch Plan direct the applicant to review specific sections of this *Resolution* and submit a plan that has addressed issues important to the County. It is expected that the proposal will evolve during Sketch Plan review.
2. **ENGINEERED DESIGNS AND DETAILED PLANS NOT REQUIRED NOR ACCEPTED AT SKETCH PLAN.** To encourage the consideration of alternatives and to allow the Sketch Plan to evolve, detailed engineering plans and other overly detailed information shall not be required nor accepted by the County.

C. PRELIMINARY PLAN PROVIDES DETAILED SOLUTIONS AND DESIGN. Preliminary Plan review requires the applicant to formulate detailed, designed/engineered solutions to the issues and concerns identified during Sketch Plan review, and to address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan. The burden in the Preliminary Plan review is on the applicant to provide detailed information and mitigation proposals for evaluation.

1. **PRELIMINARY AND FINAL PLANS MAY BE COMBINED**. The Preliminary Plan and Final Plan may be combined and processed together based upon consideration of the following factors: design, size, public concern, public facilities and services.

D. FINAL PLAN FORMALIZES PROJECT. The purpose of the Final Plan review procedure is to provide a permanent and accurate public record of the development plan: exact size, shape and location of all approved activities and uses, and, as applicable, lots, blocks, streets, easements and other parcels of land within the development, together with all applicable protective covenants, conditions, use restrictions and design and development criteria. A Final Plan or plat shall conform in all respects to the Preliminary Plan previously reviewed and approved by the ~~Board~~BOCC and shall incorporate all modifications and special conditions required by the ~~Board~~BOCC.

DIVISION 7-200: SKETCH PLAN FOR MAJOR IMPACT PROJECTS

SECTION 7-201: SKETCH PLAN APPLICATION FOR MAJOR IMPACT PROJECTS

A. NOTIFICATION TO COUNTY IF FEDERAL PERMITS REQUIRED FOR PROJECT. When an EA or EIS or other state or federal action or permit is required, and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the application is first submitted for review.

B. LOCATION OF SITE WITHIN SPECIAL GEOGRAPHIC AREA OR DISTRICT. As applicable, an application proposing a land use change on a parcel located within a designated Special Area or special district may be required to comply with regulations of that Area or district.

C. AREA AND PHASING OF DEVELOPMENT. The Sketch Plan application shall relate to all of the area proposed for immediate or future development, including all contiguous land under ownership by the applicant. If phasing is proposed by the applicant or determined by the County to be appropriate, the general concept of that phasing shall be addressed.

D. APPLICATION AND REVIEW FEES. In order to compensate the County for the cost of reviewing and processing the Sketch Plan, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **COST FOR PUBLIC HEARING NOTICE(S)**. In addition to the Sketch Plan submittal fee, the applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

E. COPY OF PROPERTY TAX CERTIFICATE. One copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

F. SUBMITTAL OF DRAFT COPY OF NARRATIVE AND MAP SUBMITTALS. The applicant shall submit one draft copy of the Sketch Plan application to the Community Development Department. The Sketch Plan includes both a narrative describing elements of the proposed Project, and maps and layout plans than illustrate it.

~~**G. TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, it shall determine the number of copies of the Sketch Plan application that are necessary for review and action by the Planning Commission and/or Board~~BOCC~~, and other review agencies or County departments, and shall notify the applicant of the number of copies of the complete plan that are required to be submitted.~~

H. GENERAL INFORMATION IN NARRATIVE. The narrative is required to include at least the following information, presented in the same order as it is listed in this Section, in a stapled or otherwise bound document, on consecutively numbered pages and including a *Table of Contents*:

1. **APPLICANT.** The name, address, telephone and fax numbers, and e-mail address for the applicant. 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.

   a. **APPLICANT IS NOT THE OWNER**. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process pursuant to this *Resolution*.

   b. **APPLICANT IS NOT THE SOLE OWNER.** If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

2. **PROPERTY OWNER**. Name, address, telephone and fax numbers and email address of the owner of the property and, if other than the applicant, a notarized letter from the owner consenting to the application.

3. **PROPERTY LOCATION.** The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel (such as mileage from highway or County road, or other recognized landmarks) on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.
4. **DATE OF APPLICATION**. The date the application was prepared.
5. **STATUS OF PARCEL AS A LEGAL LOT.** If the parcel on which the land use change is proposed is smaller than 35 acres, the Department may also request the applicant to supply information sufficient to document that the subject was legally created.
6. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.
7. **IDENTIFICATION OF PRESENT LAND USE AND PREVIOUSLY-APPROVED USES**. Identification of present land use, locations, and sizes of structures that exist on the subject property. Land Use Change Permits or other permitted activities that were previously approved for the parcel on which this land use change is proposed.
8. **MINERAL RESOURCES**. Indication of mineral resources that are known, or reasonably believed to be located in the property proposed for the land use change, whether the area has been the site of underground or surface mining activity, and whether an original patent has been issued to the property under federal mining law. If reasonably available, a list of the owners or lessees of underlying mineral estates is to be included.
9. **PROJECT DESCRIPTION.** A description of what the applicant wants to do on or to the property, including the following:
    a. **USES AND ACTIVITIES, NUMBERS OF UNITS, OR SIZES OF USES.** Proposed uses or activities, division of land, adjustment of boundaries, expansion of existing uses, construction, materials to be stockpiled, indoor and outdoor storage areas. Numbers of units or lots. Estimated square footage or acreage of commercial, industrial or other uses. The proposed number of residential and/or other units and estimated square footage of structures may be expressed as a range, provided the top end of the range is no more than 20 percent higher than the bottom end of the range.
    b. **DESCRIPTION OF OFF-SITE RESOURCES.** Description of off-site resources such as gravel and haul routes as may be necessary to accomplish the Project.
    c. **SEASONS AND HOURS OF OPERATION.** As applicable, the seasons of the year in which the activity is proposed to be conducted, and the intended hours of operation.
    d. **PHASES.** Any phases that may be proposed within a Final Plan for the development.

I. **MAPS AND SITE PLAN SHEETS**. Maps shall be at a scale and sheet size to permit adequate review, but sheet size shall not exceed 24 inches by 36 inches. ~~Each map or layout of the site plan shall be separate, and folded to a size to allow mailing or storage within a standard legal-sized folder; maps shall not be submitted in a rolled form.~~ Elements required to be submitted ~~in map or layout form~~ may be combined on one or more sheets of the submittal, so long as all elements are legible. The following elements shall be included on the map submittals:

1. **VICINITY MAP (**illustrated in Appendix Figure 2: *Vicinity Map Example*)**. VICINITY MAP**. A vicinity map, which at a minimum includes the following (as illustrated in Appendix Figure 2: *Vicinity Map Example*):
    a. **PROPERTY LOCATION AND NEARBY PARCEL SIZES AND LAND USES**. Location of the property on a United States Geological Survey quadrangle map or on a recorded plat if the proposed development is within an approved subdivision, with the location highlighted so that it is easy to see, and that clearly shows sizes of parcels and land uses within a half-mile of the proposed Project.
    b. **ROADS**. All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that provide access to this proposed Project.
    c. **BOUNDARIES OF DISTRICTS, MUNICIPALITIES OR SUBDIVISIONS**. Locations of special district boundaries, municipalities or residential subdivisions within a half mile of the property.

d. **PROXIMITY OF MINING OR PROCESSING ACTIVITY**. Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.

2. **NATURAL FEATURES**. A map or maps identifying the general locations of the following elements, and any other significant visual or other resource areas on the property:

   a. **MAPS AND TABLES OF SOILS TYPES**. Maps and tables, describing the suitability of the existing soil types for the proposed development, using standard soil classifications and process; information available from the U.S.D.A. Natural Resources Conservation Service is suitable for this submittal. .

   b. **TOPOGRAPHY/CONTOURS.** Topography, as depicted on a United States Geologic Survey map, or its equivalent.

   c. **SLOPE ANALYSIS MAP.** Topography shall be classified into areas having a slope of 0-15 percent, 15-30 percent, and greater than 30 percent.

   d. **WILDFIRE HAZARD MAPS.** Wildfire Area Hazard Maps prepared by by Community Planning Assistance for Wildfire (CPAW)..

   e. **GEOLOGIC HAZARD MAPS.** Geologic Hazard Maps prepared by the Colorado Geologic Survey, or their equivalent, as prepared by a professional geologist.

   f. **WILDLIFE HABITAT MAPS.** Wildlife Habitat Maps, prepared by the Colorado Division of Parks and Wildlife including the Wildlife Resource Information System (WRIS) and/or the National Natural Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife; and the Gunnison County *Gunnison Sage-grouse Habitat Map*. Maps may also be submitted that are prepared by the applicant's wildlife consultant to provide site-specific detail using the Colorado Division of Parks and Wildlife and Gunnison County habitat maps as baseline data.

   g. **WETLANDS MAPS.** Existing wetlands identification maps; if no existing identification maps exist, that mapping will be required, conducted by a wetlands delineator and submitted as part of the Preliminary Plan.

   h. **FLOODPLAINS**. Floodplain maps provided pursuant to the Federal Emergency Management Act, and available in the Community Development Department, or site-specific maps prepared by a qualified professional engineer, licensed in the state of Colorado. That mapping will be required, conducted and submitted as part of the Preliminary Plan, pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards*.

   i. **PROMINENT RIDGELINES**. Prominent ridgelines, pursuant to the list of "ridgeline vantages" in Section 11-108: *Standards for Development on Ridgelines*, and/or other significant visual resources on the property.

   j. **VEGETATION**. Existing groves of trees and other major types of vegetation.

3. **SITE PLAN.** A map including the area within a half mile of the boundaries of the parcel on which the Project is proposed, and including the following:

   a. **PROXIMITY OF MINING OR PROCESSING ACTIVITY**. Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.

   b. **ROADS.** All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that traverse and/or provide access to this proposed Project..

   c. **EASEMENTS.** Easements recorded or historically used that provide access to or across, or other use of, the property.

   d. **TRAILS, PARKS OR ACCESS TO PUBLIC LANDS.** Any physically existing and/or dedicated trails, parks, or access points to public lands.

   e. **EXISTING LAND USES**. Existing land uses within a half mile of the proposed site, and those along any access road serving the proposed development.

4. **DEVELOPMENT LAYOUT MAP**. The development layout map shall include the following:

   1. **ALL PROPERTY PROPOSED FOR DEVELOPMENT**. All land proposed for immediate or future development.

2. **PHASES**. Locations of any contemplated phases of the proposed development.
3. **LOCATIONS OF LOTS AND STRUCTURES.** Locations of existing and proposed lots and/or structures, and, as applicable, the anticipated locations of residential, commercial, industrial, or other structures, or non-structural areas of activity.
4. **OPEN SPACE.** The general locations and dimensions of proposed open space. The requirements of Section 13-108: *Open Space and Recreation Areas* shall guide the design of the Sketch Plan.
5. **PARKING AREAS.** The general locations of all proposed parking areas and the approximate number of spaces each will contain. The requirements of Section 13-110: *Off-Road Parking and Loading* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements* shall guide the design of the Sketch Plan.

J. ROADS AND TRAILS SYSTEM PLAN. The general locations and alignment of entry roads to the property from off-site and primary roads and proposed driveway locations, trails or sidewalks on-site. Identification of federal, state and County roadways that will provide access to the proposed Project. The requirements of Section 12-103: *Road System* and Section 12-104: *Public Trails* shall guide the design of the Sketch Plan.

K. ACCESS AND OTHER EASEMENTS. All known easements, recorded or historically used, that provide access to or across, or other use of, the property, including but not limited to, those for utilities, irrigation and drainage ditches, drainage swales, headgates, roads and trails, egress/ingress, or other access affecting the property shall be shown on the Sketch Plan.

L. FLOOD HAZARD AREAS. When a land use change is proposed on a parcel located within a floodplain hazard area as delineated on maps described in Section 11-103: D: *Official Maps* or the National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013 the narrative, map and design layout of the Sketch Plan shall be guided by the requirements of Section 11-103: *Development in Areas Subject to Flood Hazards*.

M. GEOLOGIC HAZARD AREAS. When a land use change is proposed on a parcel located in a geologic hazard area as delineated on Geologic Hazard Maps prepared by the Colorado Geologic Survey the narrative, map and design layout of the Sketch Plan shall address and be guided by the requirements of Section 11-104: *Development in Areas Subject to Geologic Hazards*.

N. LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA AND FIRE PROTECTION. The narrative, map and layout design of the Sketch Plan shall be guided by the requirements of Section 11-105: *Development in Areas Subject to Wildfire Hazard* and Section 12-107: *Fire Protection*, and include measures to minimize the potential that the proposed uses will generate or increase wildfire

O. WILDLIFE HABITAT. When a land use change is proposed on a parcel located in a wildlife habitat area as delineated on Wildlife Habitat Maps referenced by the County, the narrative, map and design layout of the Sketch Plan shall be guided by the requirements of Section 11-106: *Protection of Wildlife Habitat Areas.*

P. LOCATION OF SITE WITHIN AREA POTENTIALLY AFFECTED BY WETLANDS AND WETLANDS PERMITTING. The narrative, map and layout design of the Sketch Plan shall be guided by the requirements of Section 11-107: *Protection of Water Quality*, depict locations of water bodies, and acknowledge that the property may be subject to design constraints of Restrictive Inner Buffers, and Variable Outer Buffers as regulated by that Section.

Q. DEVELOPMENT ON RIDGELINES. If the proposed land use change is on property in which there are land formations visible from any ridgeline vantage as defined by this *Resolution*, and described pursuant to Section 11-108: *Standards for Development on Ridgelines,* the narrative, map and layout design of the Sketch Plan shall be guided by the requirements of that Section.

R. DEVELOPMENTS IMPACTING AGRICULTURAL LANDS. If the proposed land use change adjoins agricultural lands, involves land through which irrigation ditches flow, or over which there are general or exclusive easements for stock drives, the narrative, map and design layout of the Sketch Plan shall be guided by the requirements of Section 11-109: *Development That Affects Agricultural Lands*, and Section 15-103: *Right-to-Ranch Policy* and shall identify the following:

1. **AGRICULTURAL LAND OWNER**. The location(s) and name(s) of owner(s) of any agricultural land(s) adjoining or possibly impacted by the proposed land use change.
2. **AGRICULTURAL DITCH.** The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

3. **EASEMENTS**. The location of historical easements used to gain access to headgates, ditches, and fences for maintenance or operations.

4. **LIVESTOCK DRIVES AND FENCELINES.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

S. **LANDS BEYOND SNOWPLOWED ACCESS.** If the proposed land use change is on property located where there previously has been no snowplowed access, narrative, map and layout design of the Sketch Plan shall be guided by Section 11-110: *Development of Land Beyond Snowplowed Access*.

T. **DEVELOPMENT ON INHOLDINGS IN NATIONAL WILDERNESS**. If the proposed land use change is on property located on an inholding within a national Wilderness Area, the narrative, map and design layout of the Sketch Plan shall be guided by Section 11-111: *Development on Inholdings in the National Wilderness*.

U. **DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE**. If the proposed land use change is on property located above timberline the narrative, map and design layout shall be guided by Section 11-112: *Development on Property Above Timberline.*

V. **WATER SUPPLY PLAN.** A report addressing the requirements of Section 12-105: *Water Supply*, to demonstrate that, for the type of development proposed, the water supply is sufficient in terms of quality, quantity and dependability. Documentation shall include the following:

1. **QUALITY**. Evidence shall be submitted concerning the potability of the proposed water supply.

2. **TESTS FOR POTABILITY.** If the water is intended for human consumption, the applicant shall find the closest existing well that lies within the same aquifer as well(s) proposed to provide a source of water for the proposed land use change, and shall make a good faith effort to obtain and submit water quality testing results from that well that demonstrate the potability of the proposed water supply.

3. **QUANTITY.** Evidence shall be submitted that the proposed water source will actually supply an adequate quantity of water to the proposed development, including, but not limited to:

   a. **HISTORIC USE**. Evidence of the historic use and yield of the claimed water rights; or

   b. **HYDROLOGIST'S REPORT**. A report of a qualified hydrologist; or

   c. **PUMPING TEST RESULTS.** Pumping test results on nearby existing well or wells, located within the same aquifer as the proposed well(s); or

   d. **EVIDENCE OF CENTRAL WATER SUPPLY.** If applicable, evidence that a public or private water provider can and will supply water adequate to serve the proposed development, stating the amount of water available for use within the development, and the feasibility of extending service to that area. In determining the amount of water available, the water provider shall consider, and provide documentation of, existing commitments to provide water at a future date to users in other than the applicant.

   e. **IRRIGATION NEEDS**. The estimated amount of irrigated acreage required for the proposed use.

   f. **FIREFLOW**. The estimated amount of water required to provide adequate fire flow, pursuant to Section 12-107: *Fire Protection*.

   g. **POTABLE WATER DEMAND**. A statement as to whether or not some of the water must be potable and is intended for human consumption. If potable water is to be provided, the following are to be addressed:

      1. **ESTIMATED AVERAGE DAILY DEMAND.** Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based upon 350 gallons per day (gpd) per residence, year-round. Estimated average daily demand for commercial and industrial users will be reviewed based on the proposed uses and levels of use.

      2. **ESTIMATED MAXIMUM DAILY DEMAND**. Estimated maximum daily demand based on a figure of three times the average daily demand.

      3. **ESTIMATED PEAK HOUR DEMAND**. Estimated peak hour demand based on a figure of six times the average daily demand.

   h. **WATER RIGHTS.** Evidence of ownership or right of acquisition or use of existing water rights shall be submitted, including, but not limited to:

1. **DEEDS OR COURT DECREES.** Copies of deeds or court decrees giving the applicant the absolute right to use an existing water right for the proposed use; or
2. **EXECUTED AGREEMENTS**. Copies of executed agreements or conditional court decrees giving the applicant the right to use water for the proposed use at some future time under specified conditions; or

4. **ATTORNEY'S LETTER ABOUT FEASIBILITY**. If further court action in the nature of an application for change in use of a water source, or change in point of diversion and/or plan of augmentation will ultimately be required, a letter from a licensed Colorado attorney briefly describing that court action and expressing an opinion as to the feasibility of the success of that action and the feasibility that existing rights can be changed.

W. SEWAGE DISPOSAL. A report that identifies whether sewage disposal/wastewater treatment will be accomplished by On-Site Wastewater Treatment System or by a central wastewater treatment system.

1. **NEW CENTRAL WASTEWATER TREATMENT SYSTEM**. If a new central wastewater treatment system is planned, then the estimated daily number of gallons of sewage generated by the proposed development shall be provided, along with a general description or discussion of the proposed method of treatment or disposal including the estimated capacity and general location of the proposed system.
2. **USE OF EXISTING CENTRAL WASTEWATER TREATMENT SYSTEM**. If use of an existing central wastewater treatment system is proposed, the following shall be submitted:
   a. **COMPLIANCE WITH CDPHE REQUIREMENTS**. Documentation from the system operator that the system is in compliance with the applicable permitting and operation requirements of Colorado Department of Public Health and Environment.
   b. **CONFIRMATION OF WILLINGNESS TO SERVE**. Documentation attested by the proposed provider indicating that there is sufficient capacity and willingness to provide the service.
3. **USE OF ON-SITE WASTEWATER TREATMENT SYSTEM REQUIRES INITIAL COUNTY EVALUATION.** If an On-Site Wastewater Treatment System is proposed, the applicant shall contact the Gunnison County Environmental Health Official to schedule an on-site visit. The on-site evaluation shall be conducted at the expense of the applicant, and is intended to provide only an initial and cursory observation of the feasibility of an On-Site Wastewater Treatment System on the proposed development site. The Official will provide a report of the evaluation to the applicant and to the Planning Commission.

X. GENERAL SITE PLAN STANDARDS AND LOT MEASUREMENTS. The narrative, map and design layout shall address and comply with the requirements of Section 13-103: *General Site Plan Standards and Lot Measurements*.

Y. SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY. The narrative, map and design layout shall address and comply with the setback requirements of Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.

Z. LANDSCAPING PLAN. A conceptual landscaping plan shall be submitted, pursuant to Section 13-111: *Landscaping and Buffering.*

AA. RECLAMATION AND NOXIOUS WEED CONTROL. A Sketch Plan application shall acknowledge that an *Earthmoving Site Revegetation and Noxious Weed Control Plan*, as designed and/or approved by the Gunnison Basin Weed Specialist pursuant to Section 13-115: *Reclamation and Noxious Weed Control* will be required to b prepared for the Preliminary Plan submittal, if the Sketch Plan is approved.

BB. GRADING AND DRAINAGE PLANS. The Sketch Plan application narrative, map and design layout shall be guided by the requirements of Section 13-116: *Grading and Erosion Control* and Section 13-117: *Drainage, Construction and Post-Construction Storm water Runoff*.

CC. WATER IMPOUNDMENTS. If water impoundments are proposed as part of the proposed development, the Sketch Plan application narrative, map and design layout shall indicate that impoundments are to be part of the plan the submittal shall be guided by the requirements of Section 13-118: *Water Impoundments*.

DD. SCHOOLS, PARKS, AND COMMON AREAS. The Sketch Plan application shall identify those areas that are proposed to be set aside for schools, parks, or common areas, as applicable.

1. **SCHOOL LAND REQUIREMENTS SHALL COMPLY WITH AGREEMENT**. When a separate intergovernmental agreement exists between Gunnison County and the school district within whose boundaries the development is located, the dedication of land, payment-in-lieu, or a combination of dedication and payment, shall comply with that agreement.

EE. SOLID AND HAZARDOUS WASTES. The Sketch Plan application shall describe:

1. **DISPOSAL METHOD.** The method to be used by the development for the disposal of solid wastes; and
2. **HAZARDOUS SUBSTANCES.** Whether the development can reasonably be expected to produce hazardous substances or hazardous waste materials, as defined by Colorado law.

FF. **PROTECTIVE COVENANTS OR RESTRICTIONS.** If the proposed land use change is for a subdivision or condominium/townhome development, the applicant shall submit a narrative outline of the protective covenants and/or a general listing of design criteria that will be applied in the development of the subdivision and a provision for the enforcement of the covenants by property owners in the subdivision, and by Gunnison County. The criteria shall create a consistent design theme for the development and shall address, at a minimum, the following items:

1. **RESPONSIBILITIES OF HOMEOWNERS' ASSOCIATION** Responsibilities of property owners or homeowners' association to collect dues, maintain common areas, improve infrastructure common to the development, maintenance of a decreed water augmentation plan and the augmented water supply, treatment of wastewater and/or water, and to oversee the maintenance of the general appearance of the development.
2. **COUNTY IS PARTY TO ENFORCEMENT OF PROTECTIVE COVENANTS IN A SUBDIVISION**. Language that allows and requires enforcement of the protective covenants by property owners of the development and that names Gunnison County as a party to enforcement.
3. **COUNTY IS PARTY TO AMENDMENT OR TERMINATION**. Language that requires that amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. **DESIGN CRITERIA.** Design criteria that will govern construction within the proposed development. The applicant should become familiar with and comply with the requirements of the following listed sections of this *Resolution*, in drafting covenants for the Sketch Plan level of review, and address the following:
5. **BUILDING SCALE AND LOCATION.** Language defining building heights, compatibility with terrain, and sizes of all structures that will be allowed by the protective covenants. Section 11-108: *Standards for Development on Ridgelines*, Section 13-103: *General Site Plan Standards and Lot Measurements,* Section 13-105: *Residential Building Sizes and Lot Coverages*
6. **ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE.** Language describing the architectural style that will be required of all structures in the proposed development, and the types and colors of exterior materials to be used, including siding and roofing.
7. **ENERGY AND RESOURCE CONSERVATION.** Language advising lot owners that an application to Gunnison County for a residential Building Permit must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards currently required by the County.
8. **SOLID-FUEL-BURNING DEVICES.** If solid-fuel-burning devices are proposed to be used in the development, restrictions shall be listed ensuring compliance with Section 13-107: *Installation of Solid-fuel-burning Devices*.
9. **EXTERIOR LIGHTING.** Language that includes requirements that comply with those specified by Section 13-114: *Exterior Lighting*.
10. **USE AND MAINTENANCE OF OPEN SPACE AREAS**. As applicable, language shall be included that lists uses allowed on, and requires maintenance of common open space areas by the homeowners association, or other appropriate entity. The applicant should become familiar with and comply with the requirements of Section 13-108: *Open Space and Recreation* Areas in drafting covenants for the Sketch Plan level of review.
11. **SIGNS.** Language shall be included that informs property owners or other land users within the proposed development that installation of signs requires compliance with the Gunnison County regulations and may require a Gunnison County Sign Permit.
12. **RULES CONCERNING PARKING**. Language concerning limitations on parking within the development and/or outside the development by users of the development. The applicant should become familiar with and comply with the requirements of Section 13-110: *Off-Road Parking and Loading* in drafting covenants for the Sketch Plan level of review.
13. **LANDSCAPING AND BUFFERING**. Language addressing installation and maintenance of landscaping on individual lots and common areas. The applicant should become familiar with and comply with the requirements of Section 13-111: *Landscaping and Buffering* in drafting covenants for the Sketch Plan level of review.

14. **PROVISION FOR SNOW REMOVAL AND SNOW STORAGE.** Language identifying responsibility of a property owners' or homeowners' association or other entity to remove snow from interior roads and parking areas, and other applicable requirements. The applicant should become familiar with and comply with the requirements of Section 13-112: *Snow Storage* in drafting covenants for the Sketch Plan level of review.

15. **STANDARDS TO ENSURE COMPATIBLE USES.** As applicable, specific covenants or other restrictions designed to mitigate impacts to nearby residential or public use areas or neighborhood land uses, pursuant to Section 13-119: *Standards to Ensure Compatible Uses*.

16. **DOMESTIC ANIMAL CONTROL.** Language limiting the maximum number of domestic animals allowed on a lot or within the development, and requiring that they be confined on site by kenneling, leashing or other similar means. Language that includes requirements that comply with those specified by Section 11-106: F.6*: Domestic Animal Controls,* Section 11-109: D: *Domestic Animal Controls*, and Section 9-508: *Keeping of Livestock Not On an Agricultural Operation.*

17. **FENCING.** The applicant should become familiar with and comply with the requirements of Section 13-113: Fencing in drafting covenants for the Sketch Plan level of review. If there is to be a fence separating the proposed development from lands on which there are agricultural operations or are public lands, language shall be included acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the property owners' or homeowners' association.

GG. STRUCTURAL DESIGN. If the applicant is the developer of any structure in the proposed Project, then simple sketches, massing diagrams or models (without architectural details) shall be submitted. These shall be intended to show building mass, scale, and height in a conceptual manner in relation to natural site features, and in relation to surrounding structures. The applicant should become familiar with, and comply with the requirements of Section 13-103: *General Site Plan Standards and Lot Measurements* and Section 13-105: *Residential Building Sizes and Lot Coverages* shall guide the design of the Sketch Plan.

HH. ADDITIONAL SUBMITTALS BASED ON EVIDENCE OF CUMULATIVE IMPACTS. If, in the course of the Sketch Plan application review, evidence is submitted or obtained indicating that there is a reasonable probability that the proposed land use change will contribute to cumulative impacts within the impact area, the Community Development Department or the Planning Commission shall require that additional information, including but not limited to studies of specific issues, be submitted.

II. ADDITIONAL INFORMATION. Such additional information reasonably required by the Community Development Department as necessary to determine the impact classification, or to otherwise aid in the evaluation of the development pursuant to the applicable requirements of this *Resolution*.

SECTION 7-202: SKETCH PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS

The following process (illustrated in the flowchart in Appendix Figure 6: *Sketch Plan Review Process for Major Impact Projects*) shall apply to an application for review of a Sketch Plan application for a Major Impact Project. In addition to these required meetings and public hearings, the Planning Commission and the ~~Board~~BOCC may conduct work sessions, as either deems necessary.

A. NOTIFICATION TO COUNTY IF FEDERAL PERMITS REQUIRED FOR PROJECT. When an Environmental Assessment or Environmental Impact Statement, or other state or federal action or permit is required and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the Sketch Plan application is first submitted for review.

B. PRE-APPLICATION CONFERENCE. Attendance by the applicant at a Pre-Application Conference is mandatory before submittal of the Sketch Plan application, pursuant to Section 3-108: *Pre-Application Conference*.

C. SUBMITTAL OF DRAFT COPY. The applicant shall submit one draft copy of the Final Plan application to the Community Development Department pursuant to Section 7-301: *Sketch Plan Application for Major Impact Projects.*

1. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW**. Review of the application shall be accomplished as specified in Section 3-110: *Community Development Department Application Review*.

~~**2. TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined that the Sketch Plan application is complete, the Department shall notify the applicant of the required number of Sketch Plans sufficient to provide a copy to each Planning Commission member, to applicable review agencies, and for the file. A minimum of 15 copies is required. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission or Board~~BOCC.

D. REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS. The Community Development Department may request the professional analysis and recommendations of other review agencies, organizations, or technical consultants deemed appropriate and necessary to complete the Sketch Plan 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.

E. 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.

F. WORK SESSIONS. After the Community Development Department has determined the application to be complete, the Planning Commission shall conduct a work session to identify and consider issues related to the application. Both the ~~Board~~BOCC and the Planning Commission may conduct additional work sessions as it or they deem necessary to afford sufficient time to review the application materials and to identify and consider any issues related to the application.

G. SITE VISIT. The ~~Board~~BOCC and/or Planning Commission respectively shall conduct a site visit of the proposed Project site if either body determines that such a site visit will provide information useful to its review of the proposal. If the Planning Commission chooses to conduct a site visit, it shall do so before taking action on a recommendation to the ~~Board~~BOCC on the Sketch Plan application. Review of the application may be delayed for a reasonable period if inclement weather, or snow or mud conditions prohibit a productive site visit.

H. DETERMINATION OF READINESS FOR HEARING. The Planning Commission shall determine whether the Sketch Plan application is sufficient to conduct a public hearing, and if it is, shall so notify the ~~Board~~BOCC.

I. PUBLIC HEARING. The Planning Commission and ~~Board~~BOCC shall jointly conduct a public hearing to consider the Sketch Plan application.

1. **RELATED EA OR EIS PROCESS.** Pursuant to Section 3-104. B. 2: *Major Impact Projects That Require EA or EIS*, the process of scoping shall occur concurrently with this Sketch Plan hearing.

2. **SCHEDULING OF HEARING.** The Planning Commission shall identify a hearing date and time at which a public hearing, jointly conducted by the ~~Board~~BOCC and the Planning Commission shall be scheduled. Notice of the date of the hearing and a complete copy of the Sketch Plan application shall be forwarded to the ~~Board~~BOCC at least 20 days before the date of the hearing, together with a copy of the Community Development Department's report.

3. **HEARING NOTICE.** Public notice that the ~~Board~~BOCC and Planning Commission will jointly conduct a public hearing to consider the Sketch Plan application shall be accomplished pursuant to Section 3-112: *Notice of Public Hearing*, and shall meet the required period of notice for a ~~Board~~BOCC public hearing, pursuant to Table 1: *Timing of Notice*.

4. **CONDUCT OF HEARING.** The chairperson of the Planning Commission will preside over the hearing, which will be conducted pursuant to Section 3-113: *Conduct of a Public Hearing*.

J. PLANNING COMMISSION RECOMMENDATION. It is the goal but not the requirement (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this *Resolution*, that within 60 days following the closure of the public hearing, the Planning Commission shall consider the relevant materials and testimony and the compliance of the Sketch Plan application with the applicable standards of this *Resolution*, and recommend approval, approval with conditions, or denial of the application. The recommendation shall be in written form, and shall, at a minimum, address the following:

1. **DETERMINATION OF THE SKETCH PLAN'S COMPLIANCE WITH STANDARDS OF THIS *RESOLUTION***. Whether the application is generally consistent with the standards and requirements of this *Resolution*.
2. **STATEMENT OF IMPACT CLASSIFICATION.** A statement classifying the impact of the proposed Project, citing the specific applicable sections of Section 3-111: *Classification of Impact*.
3. **PHASING.** If the applicant has proposed phases for the Project, a recommendation on whether the proposed phasing complies with the requirements of this *Resolution*. The Commission may also recommend that the Project be designed to occur in phases, if phasing is necessary or appropriate for it to comply with the requirements of this *Resolution*.
4. **FINDINGS.** Findings based on consideration of the submitted plan, site observations, the Community Development Director's report, and testimony received.
5. **RECOMMENDATION OF ~~BOARD~~BOCC ACTION.** A recommendation that the ~~Board~~BOCC should approve, approve with conditions, or deny the Sketch Plan application.
    a. **CONDITIONS OF A RECOMMENDATION OF APPROVAL.** If the recommendation is for approval, or approval with conditions, the following shall also be addressed:
        1. **IDENTIFICATION OF PLAN ELEMENTS THAT REQUIRE MODIFICATION**. Identification of elements of the Sketch Plan application that do not comply with this *Resolution*, and, as applicable, recommendations of modifications that must be included in a Preliminary Plan application submittal so that the proposed Project will comply with the standards of this *Resolution*.
        2. **SPECIFIC INFORMATION AND/OR STUDIES TO BE SUBMITTED.** Any materials the applicant is required to submit, and any technical studies the applicant is required to conduct and to provide any resulting information as part of the Preliminary Plan submittal.
        3. **CITING OF REQUIRED COMPLIANCE WITH OTHER PERMIT CONDITIONS**. Conditions that shall include the applicant's timely and fully obtaining and complying with all applicable federal, state, municipal and other permits and terms and conditions of any municipal, state, federal permits required for the Project.

K. RECOMMENDATION FORWARDED TO ~~BOARD~~BOCC. Within 20 days of the Planning Commission's action on the recommendation, the Community Development Department shall forward the recommendation to the ~~Board~~BOCC.

L. ~~BOARD~~BOCC DECISION ON OPTIONAL ~~BOARD~~BOCC PUBLIC HEARING. The ~~Board~~BOCC shall have the option of conducting another public hearing to consider the Sketch Plan application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the ~~Board~~BOCC shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the ~~Board~~BOCC's determination of whether it is in the public interest to do so, considering among other factors the following:

1. **LEVEL OF PUBLIC INTEREST**. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or
2. **IDENTIFICATION OF NEW ISSUES**. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or
3. **IDENTIFICATION OF NEW INFORMATION.** Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.

M. ~~BOARD~~BOCC PUBLIC HEARING. If the ~~Board~~BOCC chooses to conduct a public hearing, the following shall apply:

1. **HEARING NOTICE**. Public notice that the ~~Board~~BOCC will conduct a public hearing to consider the Sketch Plan application shall be accomplished pursuant to Section 3-112: *Notice of Public Hearing*.
2. **CONDUCT OF HEARING.** The ~~Board~~BOCC hearing shall be conducted pursuant to Section 3-113: *Conduct of a Public Hearing*.
3. **COST FOR PUBLIC HEARING NOTICE(S)**. The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

N. ~~BOARD~~BOCC ACTION. Within 35 days after receipt of the Planning Commission recommendation, if the ~~Board~~BOCC did not conduct another public hearing, or within 35 days after closure of the hearing if the ~~Board~~BOCC

conducted another public hearing, the ~~Board~~BOCC shall approve, approve with conditions, or deny the Sketch Plan. The ~~Board~~BOCC's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the ~~Board~~BOCC does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission.

1. **ADDITIONAL PLANNING COMMISSION REVIEW MAY BE REQUIRED.** Before it takes action on the application, the ~~Board~~BOCC may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:
   a. **NEW INFORMATION SUBMITTED.** There has been information submitted that was not available for consideration by the Commission before its recommendation; or
   b. **INSUFFICIENT EVALUATION.** There are substantive issues or requirements of this *Resolution* that were not sufficiently evaluated in the Commission's recommendations; or
   c. **SUBSTANTIVE ALTERATION.** There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or
   d. **NEED FOR CLARIFICATION.** There is an element of the Planning Commission's recommendation that requires clarification.

O. SIGNIFICANCE OF SKETCH PLAN APPROVAL. Approval of the Sketch Plan application shall constitute a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the ~~Board~~BOCC shall not constitute approval of the Major Impact Project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicant is unable to fulfill all of the requirements of this *Resolution*, then the application shall be denied at the Preliminary or Final Plan review stage.

P. EXPIRATION. The applicant shall be required to submit the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.

Q. EXTENSION OF SUBMITTAL DEADLINE. The ~~Board~~BOCC may extend the deadline to submit a Preliminary Plan application for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the ~~Board~~BOCC finds that there has been no substantial change in circumstances of neighborhood land uses, in the capability or willingness to serve the development of proposed service providers, or to the site on which it is proposed since Sketch Plan approval. Should the ~~Board~~BOCC determine that such findings are not supportable, the review process shall be required to begin anew with the submittal of a Sketch Plan.

1. **REFERRAL TO PLANNING COMMISSION FOR RECOMMENDATION**. The ~~Board~~BOCC may request a recommendation from the Planning Commission on the request for extension before taking action.
2. **MAXIMUM PERIOD OF EXTENSION**. In no case shall the deadline for submittal of a Preliminary Plan application be extended for more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted.
3. **FEE FOR REQUEST FOR EXTENSION**. In order to compensate the County for the cost of reviewing and processing the requested extension, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

DIVISION 7-300:
PRELIMINARY PLAN FOR MAJOR IMPACT PROJECTS

SECTION 7-301: PRELIMINARY PLAN APPLICATION FOR MAJOR IMPACT PROJECTS

After the ~~Board~~BOCC has approved a Sketch Plan application for a Major Impact Project, the applicant may submit a Preliminary Plan application consistent with the requirements of this Section. The Preliminary Plan includes both a narrative describing elements of the proposed Project, and the maps and layout plans that illustrate it.

A. PHASING AND RELATIONSHIP TO APPROVED SKETCH PLAN. A Preliminary Plan shall address all of the area presented in the approved Sketch Plan, shall be consistent with the approved Sketch Plan and shall specifically address and comply with the conditions stated in the ~~Board~~BOCC's approval. If the Preliminary Plan represents a significant variation from the approved Sketch Plan, that variation shall be clearly and completely identified or described. The Preliminary Plan may address phases that are Projected to be phases of the Final Plan, though all studies and engineering design shall address the entirety of the Project.

1. **SIGNIFICANT CHANGE REQUIRES REFILING**. If the variation consists of a significant change in types of land use, design or location of uses, or is a significant increase in numbers of lots, structures, or types or intensity of land uses, from the approved Sketch Plan, the applicant may be required to file an amended Sketch Plan application that shall be reviewed anew, pursuant to Section 7-201: *Sketch Plan Application for Major Impact Projects,* and Section 7-202: *Sketch Plan Review Process for Major Impact Projects.*

B. APPLICATION AND REVIEW FEES. In order to compensate the County for the cost of reviewing and processing the Preliminary Plan, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **COST FOR PUBLIC HEARING NOTICE(S)**. In addition to the Preliminary Plan submittal fee, the applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

C. COPY OF PROPERTY TAX CERTIFICATE. One copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

D. SUBMITTAL OF DRAFT COPY. The applicant shall submit one draft copy of the Preliminary Plan application to the Community Development Department.

E. TOTAL NUMBER OF COPIES REQUIRED. Once the Community Development Department has determined the submittal to be complete, the applicant shall submit one hard copy and one digital copy of the application to the Department. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission and/or ~~Board~~BOCC.

F. MAPS AND SITE PLAN SHEETS. Maps shall be at a scale and sheet size to permit adequate review, but sheet size shall not exceed 24 inches by 36 inches. ~~Each map or layout of the site plan shall be separate, and folded to a size to allow mailing or storage within a standard legal-sized folder; maps shall not be submitted in a rolled form.~~ Elements required to be submitted ~~in map or layout form~~ may be combined on one or more sheets of the submittal, so long as all elements are legible. Maps and drawings shall identify the location of the proposed land use change by reference to permanent survey monuments with a tie to a section corner or quarter-section corner and shall include the following information:

1. **MAP SCALE.** The Preliminary Plan shall include maps that shall be at a scale of 100 feet equal one inch or as otherwise approved by the Community Development Department, or required by this Section.

2. **TOTAL AREA PLAN ON ONE SHEET**. In the case of large development requiring more than two sheets at the required scale, the applicant shall also submit a total area plan showing the entire development on a single sheet at an appropriate scale.

G. GENERAL INFORMATION IN NARRATIVE. The Plan is required to include at least the following information, presented in the same order as it is listed in this Section, in a stapled or otherwise bound document, on consecutively-numbered pages and including a *Table of Contents*.

1. **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.
    a. **APPLICANT OTHER THAN APPLICANT AT SKETCH PLAN APPROVAL**. If the applicant is not the same as the applicant who submitted the Sketch Plan, that fact shall be noted, and a notarized letter of consent from the current property owner for the current applicant to proceed with the review shall be required to be submitted.
2. **PROPERTY OWNER.** Name, address, telephone and fax numbers and e-mail address of the owner of the property and, if other than the applicant, a notarized letter from the owner consenting to the application.
    a. **OWNER OTHER THAN OWNER AT SKETCH PLAN APPROVAL.** If the property ownership has changed, either by fee simple sale or organization since the Sketch Plan was approved, that shall be noted and relevant documentation submitted.
3. **PROPERTY LOCATION.** The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel (such as mileage from highway or County road, or other recognized landmarks) on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.
4. **DATE OF APPLICATION.** The date the application was prepared.
5. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.
6. **PROJECT DESCRIPTION**. A detailed description of what the applicant wants to do on or to the property, including:
    a. **USES AND ACTIVITIES.** Proposed uses or activities, division of land, adjustment of boundaries, expansion of existing uses, and construction, stockpiled materials, indoor and outdoor storage areas.
    b. **NUMBERS OF UNITS OR OTHER SIZES OF USES**. Numbers of units or lots. Estimated square footage or acreage of commercial, industrial or other uses.
    c. **DESCRIPTION OF STRUCTURES**. Description of structures to be constructed, their estimated size(s) and appearance.
    d. **DESCRIPTION OF OFF-SITE RESOURCES**. Description of off-site resources, hazardous activities and haul routes as may be necessary to accomplish the Project.
    e. **IDENTIFICATION OF LOT USE IF PROJECT IS A SUBDIVISION**. If subdivision of the property is proposed, the uses proposed for all resulting lots.
    f. **SEASONS AND HOURS OF OPERATION.** As applicable, the seasons of the year in which the activity is proposed to be conducted, and the intended hours of operation.
    g. **PHASES.** Any phases that are proposed as part of the Preliminary Plan, or are Projected to be proposed within a Final Plan for the development. If the Preliminary Plan is presented as separate phases, each phase may be separately reviewed and approved. Submittals for each phase of a Preliminary Plan and Plat, as applicable, and references within applicable protective covenants and Development Improvement Agreements, shall include the name of the development, and the applicable phase number.
7. **COMPLIANCE WITH EACH CONDITION OF SKETCH PLAN APPROVAL**. The Preliminary Plan shall list, and include complete responses to the conditions of the ~~Board~~BOCC's approval of Sketch Plan. The language of each of the conditions shall be included, with reference to relevant submittals in the Preliminary Plan, including studies, maps, reports, engineering plans, architectural or other designs, agreements, and court actions that demonstrate the manner in which the conditions have been met.

H. **ENGINEERED PLANS**. Detailed engineering design plans and descriptions for roads, bridges, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements proposed to be installed by the developer, or required by the County; such plans shall be designed and stamped by a qualified professional engineer licensed in the State of Colorado. Engineering plans may be bound separately when size or bulk makes it

advisable. Two folded copies of each of the plans shall be provided that can be stored in legal-sized folders, and shall not be submitted in rolled form.

I. FLOOD HAZARD AREAS. When a land use change is proposed on a parcel located within a floodplain hazard area as delineated on maps described in Section 11-103: D: *Official Maps* or the National Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency May 16, 2013 the narrative, map and design layout of the Preliminary Plan shall address and comply with the requirements of Section 11-103: *Development in Areas Subject to Flood Hazards*.

J. GEOLOGIC HAZARD AREAS. When a land use change is proposed on a parcel located in a geologic hazard area as delineated on Geologic Hazard Maps prepared by the Colorado Geologic Survey the narrative, map and design layout of the Preliminary Plan shall address and comply with the requirements of Section 11-104: *Development in Areas Subject to Geologic Hazards* and at a minimum shall submit the following information:

1. **MAPS.** A map or maps having a scale of one inch equaling 50 feet or larger, with accurate topographic details, that portrays the geologic conditions of the area, with particular attention given to the applicable geologic hazard. As appropriate, subsurface geologic cross-sections shall also be used to portray specific physical characteristics, including depth.

2. **GEOTECHNICAL REPORT.** A geotechnical report referencing maps and cross-sections that identify if the proposed development site is within a geologic hazard area, and if so, evaluates and predicts the impact of specific geologic conditions on the proposed land use change. The report shall also specify the measures that will be employed to mitigate these hazards, pursuant to Section 11-104: *Development in Areas Subject to Geologic Hazards*.

   a. **AVALANCHE HAZARD AREAS.** A Preliminary Plan application for development proposed in an avalanche hazard area shall also include the following information:

      1. **STRUCTURE CONFIGURATIONS**. Location of structures, type of structures, and structure configurations.
      2. **STRUCTURAL STABILITY.** Structural stability and strength.
      3. **RUNOUT ZONE.** The extent of the runout zone, and the estimated maximum impact pressure distribution within the runout zone.
      4. **AVALANCHE DATA.** Type of avalanche reaching various parts of the runout zone, the estimated avalanche frequency, the avalanche discharge, and the avalanche flow depth.

   b. **LANDSLIDE HAZARD AREAS.** A Preliminary Plan application for development proposed in a landslide hazard area shall also include the following information:

      1. **LANDSLIDE ANALYSIS.** Type of landslide and rate of movement; volume of material involved in the landslide; the mechanism(s) responsible for its initiation; and slope gradient.
      2. **STRUCTURE CONFIGURATIONS**. Location of structures, type of structures, and structure configurations.

   c. **ROCKFALL HAZARD AREAS.** A Preliminary Plan application for development proposed in a rockfall hazard area shall also include the following information:

      1. **DESCRIPTION OF ROCKFALL**. Detailed description of type of rockfall and specific rock types involved.
      2. **SLOPE AND ASPECT**. Slope, gradient, and aspect on-site, and adjacent to the site.
      3. **FREEZE/THAW**. Climate data regarding the freeze/thaw cycle.
      4. **JOINTING DATA**. Jointing data, with special consideration given to water percolation.
      5. **TALUS SLOPES.** Talus or colluvial slopes adjacent to the rockfall hazard zone.

   d. **ALLUVIAL FAN/MUDFLOW HAZARD AREAS**. A Preliminary Plan application for development proposed in an alluvial fan or mudflow hazard area shall also include the following information or data:

      1. **DRAINAGE BASIN STUDY.** Drainage basin study, including all stream channels upstream from the site.

2. **SEDIMENT YIELD STUDY.** Sediment yield study, with data regarding surficial materials, vegetative cover, and topography, erosion potential of area upstream from the site, and volume and mass of potential mudflows on site.
3. **STORM DATA**. Climate data, including precipitation data for the 10, 25, 100-year storms, and snowmelt runoff characteristics.
4. **GEOLOGIC MAP.** Geologic map, with topographic overlay showing mudflow deposits.

e. **POTENTIALLY UNSTABLE SLOPES**. A Preliminary Plan application for development proposed on a potentially unstable slope shall also include the following information:

1. **PAST OCCURRENCES.** Past occurrences of landslides, mudflows, rockfalls, and surficial creep on the site and adjacent areas.
2. **RATE OF MOVEMENT.** Rate of movement of the surficial materials.

3. **WILDFIRE HAZARD AND FIRE PROTECTION.** The narrative, map and layout design of the Preliminary Plan shall address and comply with the requirements of Section 11-105: *Development in Areas Subject to Wildfire Hazard* and Section 12-107: *Fire Protection*, and include measures to minimize the potential that the proposed uses will generate or increase wildfire

4. **WILDLIFE HABITAT.** The narrative, map and layout design of a Preliminary Plan application for development proposed on those lands described in Section 11-106: *Protection of Wildlife Habitat Areas* shall submit a Wildlife Habitat Analysis pursuant to that Section.

5. **WATER QUALITY INFORMATION.** The narrative, map and layout design of the Preliminary Plan shall address and comply with the requirements of Section 11-107: *Protection of Water Quality*, and shall, as applicable, depict locations of water bodies, and related widths of Restrictive Inner Buffers, and Variable Outer Buffers.

6. **DEVELOPMENT ON RIDGELINES**. If the proposed land use change is on property in which there are land formations visible from any ridgeline vantage as defined by this *Resolution*, and described pursuant to Section 11-108: *Standards for Development on Ridgelines.* The narrative, map and layout design of the Preliminary Plan shall address and comply with the requirements of that Section.

7. **DEVELOPMENTS IMPACTING AGRICULTURAL LANDS**. If the proposed land use change adjoins agricultural lands, involves land through which irrigation ditches flow, or over which there are general or exclusive easements for stock drives, the narrative, map and design layout of the Preliminary Plan shall address and comply with the requirements of Section 11-109: *Development That Affects Agricultural Lands*, and Section 15-103: *Right-to-Ranch Policy* and shall identify the following:

a. **AGRICULTURAL LAND OWNER**. The location(s) and name(s) of owner(s) of any agricultural land(s) adjoining or possibly impacted by the proposed land use change.

b. **AGRICULTURAL DITCH.** The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

c. **EASEMENTS**. The location of historical easements used to gain access to headgates, ditches, and fences for maintenance or operations.

d. **LIVESTOCK DRIVES AND FENCELINES.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.

8. **LANDS BEYOND SNOWPLOWED ACCESS.** If the proposed land use change is on property located where there previously has been no snowplowed access, the narrative, map and layout design of the Preliminary Plan shall address and comply with Section 11-110: *Development of Land Beyond Snowplowed Access*.

9. **DEVELOPMENT ON INHOLDINGS IN NATIONAL WILDERNESS**. If the proposed land use change is on property located on an inholding within a national Wilderness Area, the narrative, map and design layout of the Preliminary Plan shall address and comply with Section 11-111: *Development on Inholdings in the National Wilderness.*

10. **DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE**. If the proposed land use change is on property located above timberline the narrative, map and design layout shall address and comply with Section 11-112: *Development on Property Above Timberline.*

11. **ROAD AND TRAILS SYSTEM PLAN.** An applicant for a Land Use Change Permit that involves road construction shall submit an engineered design and construction plan for the road system, prepared by a qualified professional engineer licensed in the State of Colorado and shall address and comply with Section 12-103: *Road System* and Section 12-104: *Public Trails,* and the *Gunnison County Standard Specifications for Road and Bridge Construction*. Pursuant to that Section and those *Specifications*, a Traffic Impact Study may also be required to be submitted. The plan shall include the following information:

    a. **ROAD LAYOUTS.** Road layouts with road names, widths, curves, radii, and other dimensions. Current and Projected road and driveway locations shall be shown, including major access, small arterials, and driveway locations, as applicable. Horizontal and vertical ties to County roads shall be provided. Preliminary centerline locations of roads shall be staked on the ground.

    b. **ENGINEER'S CERTIFICATION OF DRIVEWAY AVAILABILITY.** If driveways are required for the development, certification by a qualified professional engineer licensed in the State of Colorado (including design detail, where appropriate) that there is a driveway access for all lots and building areas within the development.

    c. **ROAD CONSTRUCTION DETAIL**. Construction detail, including typical cross-sections, showing base, drainage structures, type of surface, slope of cuts and fills, and similar information sufficient to show the proposed roads will meet the standards of the *Gunnison County Standard Specifications for Road and Bridge Construction*, and will meet the needs of the development, including:

        1. **LOCATIONS AND DIMENSIONS OF ALL ELEMENTS.** The location and dimensions of all culverts, bridges, drainage ditches, channels, and drainage easements shall be shown.

        2. **CROSSINGS TO AVOID WETLANDS, IRRIGATION DITCHES DISRUPTION.** All crossings shall be engineered to avoid drainage of existing wetlands and not to impede the historic flows of irrigation ditches.

        3. **TRAIL CONSTRUCTION DETAILS.** Construction details shall also be provided for any proposed trails.

        4. **CENTERLINE PROFILES**. Centerline profiles of roads plotted with sufficient accuracy to demonstrate that road design will meet the applicable standards. All centerline profiles shall be drawn at a scale of 10 feet vertical and 100 feet horizontal to the inch, or five feet vertical and 50 feet horizontal to the inch.

        5. **PROPOSED FUNCTIONAL CLASSIFICATIONS**. Proposed functional classifications of all roads contemplated in the development, as defined in with the *Gunnison County Standard Specifications for Road and Bridge Construction*. Road surface and rights-of-way widths, grades, cul-de-sacs and turn-around, turnouts, anticipated traffic levels, and types of use shall be included.

        6. **PARKING**. The total number of proposed off-road parking spaces shall be indicated, and their locations shall be shown, except that parking spaces associated with single-family residential lots need not be identified. The plan shall comply with the requirements of Section 13-110: *Off-Road Parking and Loading* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.*

        7. **ACCESS AND OTHER EASEMENTS**. All known easements, recorded or historically used, including those for utilities, irrigation and drainage ditches, drainage swales, head-gates, roads and trails, egress/ingress, or other access affecting the property shall be shown on the plan.

        8. **VISUAL IMPACTS.** An analysis of potential visual impacts arising from road location, alignment and construction of the road, and how mitigation of those impacts will comply with the applicable requirements of Article 13: *Project Design Standards.*

        9. **SAFETY FACTORS.** A list of the safety factors that were considered as part of the road system design shall be provided.

        10. **DUST CONTROL PLAN.** A plan for dust abatement during and, as applicable, after construction.

        11. **ROAD CONSTRUCTION INSPECTION AND TESTING PLAN**. A plan for onsite inspections and testing by a qualified professional engineer licensed in the State of Colorado at appropriate checkpoints during construction, including provision of those reports to the Gunnison County Public Works Department to ensure compliance with the *Gunnison County Standard Specifications for Road and Bridge Construction.*

12. **SOURCE OF MATERIAL/RECLAMATION PLAN.** Identification of a source of and estimates of cubic yards of material necessary for road (and, as applicable, driveway) construction, and routes of haulage. If the source is to be on-site, the applicant shall notify the Colorado Division of Minerals and Geology and request confirmation that no separate permit is required by that agency, and a copy of that notification shall be included in the Preliminary Plan submittal.

12. WATER SUPPLY PLAN. The Preliminary Plan application shall contain evidence that provisions have been made for a water supply that is sufficient in terms of quantity, quality, and dependability to provide an adequate supply of water for the development proposed, and shall provide information necessary to meet the requirements of Section 12-105: *Water Supply*. The requirements of that Section, and of the State Engineer and the Colorado Department of Public Health and Environment, shall be used to evaluate the adequacy of the water source intended to serve the proposed development, including the following:

a. CENTRAL WATER SYSTEM REPORT. When a central water system is proposed, the Preliminary Plan application shall address the feasibility of central water service to the entire area as planned for inclusion in the proposed development, and shall be prepared by a qualified professional engineer licensed in the State of Colorado. If a central water system is to be provided, the following information shall be submitted in written form:

1. **ESTIMATED GALLONS PER DAY.** The estimated total number of gallons of water per day necessary to supply the development, based on the design criteria specified in Section 12-105: *Water Supply*, and including but not limited to the following:

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

   b. **ESTIMATED MAXIMUM DAILY DEMAND.** Estimate maximum daily demand based on using three times the average daily demand.

   c. **ESTIMATED PEAK HOUR DEMAND**. Estimate peak hour demand based on using six times the average daily demand.

   d. **ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL/INDUSTRIAL USES.** The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.

2. **HYDRAULIC ANALYSIS.** A hydraulic analysis to verify that distribution system pressures maintain a minimum working pressure of 40 pounds per square inch (psi), and a minimum 20 psi residual pressure during fire flow demands.

3. **CAPACITY FOR COLLECTION, PURIFICATION AND DISTRIBUTION.** A detailed description, including plans, design features and specifications, including but not limited to piping size, necessary to show the ability of such system to collect, purify and distribute the required amount of water to the development in a manner that is consistent with the requirements and requirements of the *Colorado Primary Drinking Water Regulations* currently enforced by the Colorado Department of Public Health and Environment.

4. **WATER STORAGE**. When water storage is required to maintain a consistent and dependable source of potable water, the applicant shall provide evidence that storage capacity is capable of providing the specified peak hour demands for periods of six hours or a maximum day demand plus the required fire flow demands.

b. POTABLE WATER DEMAND CRITERIA. If the water is intended for human consumption, documentation of chemical and bacteriological tests demonstrating the potability of the water and its suitability for the proposed use.

c. WATER SUFFICIENT FOR LANDSCAPING. As may be required by Section 13-111: *Landscaping and Buffering*, or additionally as may be proposed in the application, each use shall have adequate water to sustain required landscaping and shall include:

1. **IRRIGATION WATER CRITERIA**. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*:

   a. **ESTIMATED ACREAGE**. Estimated acreage to be irrigated.

   b. **ESTIMATED DEMAND.** Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.

d. **FIRE PREVENTION AND FIRE SUPPRESSION.** Evidence that a water distribution system and storage system are capable of meeting fire flow requirements required by Section 12-105: *Water Supply*, and shall comply with the requirements of Section 11-105: *Development in Areas Subject to Wildfire Hazard*, and Section 12-107: *Fire Protection.*

e. **EVIDENCE FOR SURFACE WATER RIGHT.** If the supply of water is a surface water right, evidence shall include:

   1. **DIVERSION RECORDS**. The appropriate diversion records, if any, of the Division of Water Resources; and

   2. **ENGINEER'S REPORT**. A report by a qualified professional engineer licensed in the State of Colorado, geologist or hydrologist discussing the amount, reliability and seasonal variations in the source of water intended for use in the development; and.

   3. **ATTORNEY'S LETTER.** A letter signed by an attorney licensed in Colorado identifying the surface water right intended for use within the proposed development and certifying that the water right is owned by the applicant and, where appropriate, is subject to transfer and sale from the applicant to owners of lots within the proposed development; and

   4. **COURT DECREES.** Copies of court decrees permitting the water right to be used for the purposes intended and required by the proposed development; or

   5. **BINDING AGREEMENTS.** Copies of binding agreements requiring a public or private water owner to supply water to the proposed development and evidence that the owner has uncommitted water supplies with which to comply with the agreements; or

   6. **APPLICATION FOR CHANGE IN WATER RIGHTS**. A copy of the application for a change in water rights and the plans of augmentation that have been filed in a court of competent jurisdiction and that, if granted, will give the applicant the legal right to use the intended source of water for the purposes required by the development.

f. **WELL TESTING RESULTS**. When a central well or wells are proposed for the water supply, a well shall be constructed on the proposed development site, and tested for its capability to provide a consistent and dependable source of water, pursuant to the requirements of Section 12-105: *Water Supply*. Results of the test shall be submitted as part of the Preliminary Plan.

13. **SEWAGE DISPOSAL/WASTEWATER TREATMENT.** The Preliminary Plan application shall contain evidence that provisions have been made for wastewater treatment that will treat all effluent to be generated by all uses of the proposed land use change, and shall provide information necessary to meet the requirements of Section 12-106: *Sewage Disposal/Wastewater Treatment.* The requirements of that Section, and of the Colorado Department of Public Health and Environment, shall be used to evaluate the proposed sewage disposal/wastewater treatment system intended to serve the proposed development, including the following:

a. **WASTEWATER TREATMENT SYSTEM**. If a wastewater treatment system is to be provided the following information shall be submitted:

   1. **ESTIMATED DEMAND**. A detailed estimate of the total number of gallons of sewage per day to be treated.

   2. **SYSTEM DESCRIPTION.** A detailed description of the proposed wastewater treatment system prepared in a form adequate to fully inform the County of the ability of the system to collect, treat, and dispose of the sewage that would be generated by the development. The description shall include the location of the wastewater treatment plant and sewage collection lines; or

3. **AGREEMENT WITH EXISTING SYSTEM PROVIDER.** The applicant may submit an agreement with the system provider of an existing wastewater treatment system authorizing service to the proposed development, accompanied by certification of a qualified professional engineer licensed in the State of Colorado that the existing service has the capacity to treat the sewage generated by the proposed development.
4. **CONFIRMATION OF CAPACITY AND COMPLIANCE FROM CDPHE**. A statement from the Division Engineer of the Colorado Department of Public Health and Environment (CDPHE) that the system proposed to be used by the applicant is pursuant to permit requirements of that agency, and that CDPHE affirms as of the time of submittal of the Preliminary Plan that there is sufficient capacity for the system to serve the proposed development.
5. **ON-SITE WASTEWATER TREATMENT SYSTEM.** If lots within a development are proposed to use On-Site Wastewater Treatment System, the following information shall be submitted:
    a. **SOIL PERCOLATION TESTS.** The results of soil percolation tests performed and signed by a qualified professional engineer licensed in the State of Colorado, or qualified professional geologist. The number of tests shall be as necessary to produce reliable results for the entire area proposed to be developed.
    b. **GROUNDWATER LEVEL.** The maximum seasonal groundwater level, whether that level is caused by irrigation or natural causes.

14. **GENERAL SITE PLAN STANDARDS AND LOT MEASUREMENTS.** The narrative, map and design layout shall address and comply with the requirements of Section 13-103: *General Site Plan Standards and Lot Measurements.*
15. **SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY.** The narrative, map and design layout shall address and comply with the setback requirements of Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.
16. **STRUCTURAL DESIGN AND ELEVATIONS.** As applicable, renderings of preliminary architectural elevations of significant facades of proposed structures shall be submitted, and structural elevations shall be sufficiently detailed to illustrate architectural features of facades, roofs, decks, and other primary elements of the structures, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*
    a. **EXCEPTION.** Elevations shall not be required for developments that propose single-family residences when the applicant will not be the developer of the residences.
17. **LANDSCAPING PLAN.** A detailed landscaping plan shall be submitted, pursuant to Section 13-111: *Landscaping and Buffering*.
18. **RECLAMATION AND NOXIOUS WEED CONTROL**. A Preliminary Plan application shall include an *Earthmoving Site Revegetation and Noxious Weed Control Plan*, as designed and/or approved by the Gunnison Basin Weed Specialist pursuant to Section 13-115: *Reclamation and Noxious Weed Control*. The Gunnison Basin Weed Specialist is an employee of the Gunnison County Public Works Department.
19. **GRADING AND DRAINAGE PLANS.** The Preliminary Plan application narrative, map and design layout shall address proposed grading activity and on- and off-site drainage and comply with the requirements of Section 13-116: *Grading and Erosion Control,* and Section 13-117: *Drainage, Construction and Post-Construction Storm water Runoff*.
20. **WATER IMPOUNDMENTS**. If water impoundments are proposed as part of the proposed development, the Preliminary Plan application narrative, map and design layout shall address locations and sizes of the impoundments, and the plans for water augmentation shall address such storage, pursuant to the requirements of the Colorado State Engineer, and relative to the land uses proposed in the Preliminary Plan that the stored water is intended to serve. As applicable, the submittal shall address and comply with the requirements of Section 13-118: *Water Impoundments*.
21. **SCHOOLS, PARKS, AND COMMON AREAS.** The Preliminary Plan application shall identify those areas that will be set aside for schools, parks, or common areas and shall include a plan for the construction of parks and common areas. Maintenance shall be assured on a continual basis and costs shall be borne by the applicant or the property owners, or the homeowners' association. A statement shall be included if money will be paid in-lieu of, or in combination with, dedication of land for school purposes, and shall include the amount of money and description of how the amount is calculated.

a. **SCHOOL LAND REQUIREMENTS SHALL COMPLY WITH AGREEMENT**. When a separate intergovernmental agreement exists between Gunnison County and the school district within whose boundaries the development is located, the dedication of land, payment-in-lieu, or a combination of dedication and payment, shall comply with that agreement.

22. **SOLID AND HAZARDOUS WASTES**. The Preliminary Plan application shall describe:

a. **DISPOSAL METHOD.** The method to be used by the development for the disposal of solid wastes; and

b. **HAZARDOUS SUBSTANCES.** Whether the development can reasonably be expected to produce hazardous substances or hazardous waste materials, as defined by Colorado law. Where applicable, a description and design detail shall be provided of methods to be used to eliminate any off-site health and safety hazards that could be caused by these substances and materials.

K. **PROTECTIVE COVENANTS OR RESTRICTIONS.** The Preliminary Plan application shall include a preliminary draft of protective covenants or deed restrictions that shall, at a minimum, address the following, as applicable to the specific Project: and including:

1. **CONDITIONS OF SKETCH PLAN APPROVAL**. As applicable, those items required by the conditions of Sketch Plan approval to be included within protective covenants, design guidelines, condominium or townhome declarations or deed restrictions.

2. **RESPONSIBILITIES OF HOMEOWNERS' ASSOCIATION** Responsibilities of property owners or homeowners' association to collect dues, maintain common areas, improve infrastructure common to the development, maintenance of a decreed water augmentation plan and the augmented water supply, treatment of wastewater and/or water, and to oversee the maintenance of the general appearance of the development.

3. **COUNTY IS PARTY TO ENFORCEMENT OF PROTECTIVE COVENANTS IN A SUBDIVISION**. If the proposed development is a subdivision, language that allows and requires enforcement of the protective covenants by property owners if the development and that names Gunnison County as a party to enforcement.

4. **COUNTY IS PARTY TO AMENDMENT OR TERMINATION**. If the proposed development is a subdivision, language that requires that amendment or termination of the protective covenants is subject to approval by Gunnison County.

5. **DESIGN CRITERIA**. Design criteria that will govern construction within the proposed development, including:

a. **BUILDING SCALE AND LOCATION.** Language defining building heights, compatibility with terrain, and sizes of all structures that will be allowed by the protective covenants. The requirements of Section 11-108: *Standards for Development on Ridgelines*, Section 13-103: *General Site Plan Standards and Lot Measurements,* Section 13-105: *Residential Building Sizes and Lot Coverages* shall guide the drafting of the covenant language.

b. **ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE.** Language describing the architectural style that will be required of all structures in the proposed development, and the types and colors of exterior materials to be used, including siding, roofing.

c. **ENERGY AND RESOURCE CONSERVATION.** Language advising lot owners that an application to Gunnison Count for a residential Building Permit must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards currently required by the County.

6. **SOLID-FUEL-BURNING DEVICES.** If solid-fuel-burning devices are proposed to be used in the development, restrictions shall be listed ensuring compliance with Section 13-107: *Installation of Solid-fuel-burning Devices.*

7. **USE AND MAINTENANCE OF OPEN SPACE AREAS.** As applicable, language shall be included that lists uses allowed on, and requires maintenance of common open space areas by the homeowners association, or other appropriate entity, pursuant to Section 13-108: *Open Space and Recreation Areas.*

8. **SIGNS.** Language shall be included that informs property owners or other land users within the proposed development that installation of signs requires compliance with the *Gunnison County Land Use Resolution*, and may require a Gunnison County Sign Permit, pursuant to Section 13-109: *Signs*.

9. **RULES CONCERNING PARKING**. Language concerning limitations on parking within the development and/or outside the development by users of the development, pursuant to Section 13-110: *Off-Road Parking and Loading*.

10. **LANDSCAPING AND BUFFERING**. Language addressing installation and maintenance of landscaping pursuant to Section 13-111: *Landscaping and Buffering.*

11. **PROVISION FOR SNOW REMOVAL AND SNOW STORAGE.** Language Identifying responsibility of a property owners' or homeowners' association or other entity to remove snow from interior roads and parking areas, and other applicable requirements pursuant to Section 13-112: *Snow Storage*.

12. **FENCING.** Language that includes requirements that comply with those specified by Section 13-113: *Fencing.* If there is to be a fence separating the proposed development from lands on which there are agricultural operations or are public lands, language shall be included acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the property owners' or homeowners' association.

13. **EXTERIOR LIGHTING.** Language that includes requirements that comply with those specified by Section 13-114: *Exterior Lighting*.

14. **RECLAMATION AND NOXIOUS WEED CONTROL.** Language that includes requirements that comply with those specified by Section 13-115: *Reclamation and Noxious Weed Control,* particularly that any construction must secure a Gunnison County Reclamation Permit, which may involve control of noxious weeds, subject to approval by the Gunnison County Public Works Department, and/or approval by the Gunnison Basin Weed Specialist.

15. **GRADING AND EROSION CONTROL.** Language that includes requirements that comply with those specified by Section 13-116: *Grading and Erosion Control.*

16. **STANDARDS TO ENSURE COMPATIBLE USES.** As applicable, specific covenants or other restrictions designed to mitigate impacts to nearby residential or public use areas or neighborhood land uses, pursuant to Section 13-119: *Standards to Ensure Compatible Uses*.

17. **DOMESTIC ANIMAL CONTROL.** Language limiting the maximum number of domestic animals allowed on a lot or within the development, and requiring that they be confined on site by kenneling, leashing or other similar means. Language that includes requirements that comply with those specified by Section 11-106: F.6*: Domestic Animal Controls,* Section 11-109: D: *Domestic Animal Controls*, and Section 9-508: *Keeping of Livestock Not On an Agricultural Operation.*

18. **GEOTECHNICAL SITE-SPECIFIC STUDIES.** When a parcel is proposed for subdivision and analysis indicates it is located within a geologic hazard area, language shall be included that identifies the specific hazard in which the development, or identified portions of the development, are located, and refers by title, name of preparer, and date of preparation to the geotechnical analysis of the site.

    a. **COPY OF GEOTECHNICAL STUDY TO BE ATTACHED**. A copy of the geotechnical study(ies) shall be required to be attached as an exhibit to the protective covenants or deed restriction.

L. COST ESTIMATES AND METHOD OF FINANCING. The Preliminary Plan application shall include estimates by a qualified professional engineer licensed in the State of Colorado and/or contractors and suppliers of road construction costs and period of construction, materials, equipment, and labor costs, and proposed method of financing of roads and related facilities, the water supply and wastewater treatment systems, storm drainage facilities, and other improvements as may be required of the developer by the County. The proposed method of financing these facilities shall be identified, with documentation attesting that financing will be available for the proposed development.

M. ADDITIONAL INFORMATION. Such additional information reasonably required by the Community Development Department as necessary to determine the impact classification, or to otherwise aid in the evaluation of the development pursuant to the applicable requirements of this *Resolution*.

SECTION 7-302: PRELIMINARY PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS

The following process (illustrated in the flowchart in Appendix Figure 7: *Preliminary Plan Review Process for Major Impact Projects*) shall apply to an application for review of a Preliminary Plan application for a Major Impact Project.

A. PRE-APPLICATION CONFERENCE. Attendance at a Pre-Application Conference is mandatory before submittal of the Preliminary Plan application, pursuant to Section 3-108: *Pre-Application Conference*.

B. SUBMITTAL OF DRAFT COPY. The applicant shall submit one draft copy of the Preliminary Plan application to the Community Development Department pursuant to Section 7-301: *Preliminary Plan Application for Major Impact Projects*

1. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department shall review the application pursuant to Section 3-110: *Community Development Department Review* and for its compliance with the conditions of the ~~Board~~BOCC's approval of the Sketch Plan.

~~C. **TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, the applicant shall submit one hard copy and one digital copy of the application to the Department. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission and/or Board~~BOCC~~.~~

D. REVIEW AND COMMENT BY REVIEW AGENCIES. The Community Development Department shall forward copies of the Preliminary Plan to the Planning Commission and to review agencies, organizations, or technical consultants deemed appropriate and necessary to complete the Preliminary Plan 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 copies of the Preliminary Plan application shall be requested to make recommendations within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been consented to by the applicant and the ~~Board~~BOCC. The failure of any agency to respond within 21 days or within the period of extension shall not be deemed an approval of such plan by the agency.

E. APPLICANT'S REVIEW OF AND RESPONSE TO AGENCY COMMENTS. The applicant shall have the right to review the comments and recommendations received, and to submit additional information and to make changes in the development proposal to meet the objections or comments of the review agencies; provided, however, that if such a change is substantial or if it significantly alters the nature, character or extent of the development, such change shall be considered to be an amendment of the Preliminary Plan application and shall require another agency review period.

F. WORK SESSIONS. The Planning Commission shall conduct one or more work sessions to identify and consider any issues related to the Preliminary Plan. Both the ~~Board~~BOCC and the Planning Commission may conduct additional work sessions during the Preliminary Plan review as they deem necessary to afford sufficient time to review the application materials and to identify and consider any issues related to the application.

G. SITE VISIT. The ~~Board~~BOCC and/or Planning Commission shall conduct site visits of the proposed Project site if they determine that such a site visit will provide information useful to their review of the proposal. If the Planning Commission chooses to conduct a site visit, it shall do so before taking action on a recommendation to the ~~Board~~BOCC on the Preliminary Plan application. Review of the application may be delayed for a reasonable period if inclement weather or snow or mud conditions prohibit a productive site visit.

H. DETERMINATION OF READINESS FOR HEARING. The Planning Commission shall determine whether the Preliminary Plan application is complete, and sufficient to provide information for public review, and if it is, shall so notify the ~~Board~~BOCC.

1. **PUBLIC HEARING.** The Planning Commission and ~~Board~~BOCC shall jointly conduct a public hearing to consider the Preliminary Plan application.

2. **SCHEDULING OF HEARING**. The Planning Commission shall identify a hearing date and time at which a public hearing, jointly conducted by the ~~Board~~BOCC and the Planning Commission shall be scheduled. Notice of the date of the hearing and a complete copy of the Preliminary Plan application shall be forwarded to the ~~Board~~BOCC, together with a copy of the Community Development Department's report.

3. **HEARING NOTICE**. Public notice that the ~~Board~~BOCC and Planning Commission will jointly conduct a public hearing to consider the Preliminary Plan application shall be accomplished pursuant to Section 3-112: *Notice of Public Hearing*, and shall meet the required period of notice for a ~~Board~~BOCC public hearing, pursuant to Table 1: *Timing of Notice*.

4. **CONDUCT OF HEARING.** The chairperson of the Planning Commission will preside over the hearing, which will be conducted pursuant to Section 3-113: *Conduct of a Public Hearing*.

I. PLANNING COMMISSION RECOMMENDATION. It is the goal but not the requirement (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this *Resolution,* that within 60 days following the closure of the public hearing, the Planning Commission shall consider the relevant materials and testimony and the compliance of the Preliminary Plan application with the applicable standards of this *Resolution*, and recommend approval, approval with conditions, or denial of the application. The recommendation shall be in written form, and shall, at a minimum, include the following:

1. **COMPLIANCE WITH SKETCH PLAN APPROVAL CONDITIONS.** Whether the Preliminary Plan application has complied with the conditions imposed by the ~~Board~~BOCC in the Sketch Plan approval. If the Planning Commission finds that the Preliminary Plan is not consistent with the approved Sketch Plan, then the applicant may be required to file an amended Sketch Plan application for reconsideration, pursuant to Section 7-202: *Sketch Plan Review Process for Major Impact Projects.*
2. **CONSISTENCY WITH MAJOR IMPACT PROJECT REVIEW STANDARDS**. Whether the application is consistent with Section 7-102: *Standards of Approval for Major Impact Projects.*
3. **PHASING.** If the applicant has proposed, or the County has recommended that the Project be developed in phases, a statement about the compliance of the proposed phasing with the requirements of this *Resolution*.
4. **FINDINGS.** Findings based on consideration of the submitted plan, site observations, the Community Development Director's analysis, and testimony received.
5. **RECOMMENDATION OF ~~BOARD~~BOCC ACTION.** A recommendation that the ~~Board~~BOCC should approve, approve with conditions, or deny the Preliminary Plan application.
6. **CONDITIONS OF A RECOMMENDATION OF APPROVAL.** If the recommendation is for approval, or approval with conditions, the following shall also be addressed:
   a. **IDENTIFICATION OF PLAN ELEMENTS THAT REQUIRE MODIFICATION**. Identification of elements that do not comply with this *Resolution*, and, as applicable, recommendations of modifications that must be included in a Final Plan submittal so that the proposed Project will comply with the standards of this *Resolution*.
   b. **CITING OF REQUIRED COMPLIANCE WITH OTHER PERMIT CONDITIONS**. Conditions shall include the applicant's timely and fully obtaining and complying with all applicable federal, state, municipal and other permits required for the Project, and the conditions of those permits.

J. RECOMMENDATION FORWARDED TO ~~BOARD~~BOCC. Within 15 days of the Planning Commission's action on the recommendation, the Community Development Department shall forward the recommendation to the ~~Board~~BOCC.

K. ~~BOARD~~BOCC DECISION ON OPTIONAL ~~BOARD~~BOCC PUBLIC HEARING. The ~~Board~~BOCC shall have the option of conducting another public hearing to consider the Preliminary Plan application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the ~~Board~~BOCC shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the ~~Board~~BOCC's determination of whether it is in the public interest to do so, and considering among other factors the following:

1. **LEVEL OF PUBLIC INTEREST**. There has or has not been substantial public interest in the proposal; or
2. **IDENTIFICATION OF NEW ISSUES**. Whether it is reasonably probable that new issues related to the Preliminary Plan application of the proposed land use change will be identified; or
3. **IDENTIFICATION OF NEW INFORMATION**. Whether it is reasonably probable that new information related to the Preliminary Plan of the proposed land use change will be provided.

L. ~~BOARD~~BOCC PUBLIC HEARING. If the ~~Board~~BOCC chooses to conduct a public hearing, public notice shall be provided pursuant to Section 3-112: *Notice of Public Hearing,* and the hearing shall be conducted pursuant to Section 3-113: *Conduct of a Public Hearing.*

1. **COST FOR PUBLIC HEARING NOTICE(S)**. The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

M. ~~BOARD~~BOCC ACTION. Within 35 days after receipt of the Planning Commission recommendation, if the ~~Board~~BOCC did not conduct another public hearing, or within 35 days after closure of the hearing if the ~~Board~~BOCC conducted another public hearing, the ~~Board~~BOCC shall approve, approve with conditions, or deny the Preliminary Plan. The ~~Board~~BOCC's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the ~~Board~~BOCC does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission.

1. **DELAY OF ACTION**. Before it takes action on the application, the ~~Board~~BOCC may refer the Preliminary Plan back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:

a. **NEW INFORMATION SUBMITTED**. There has been information submitted that was not available for consideration by the Commission before its recommendation; or

b. **INSUFFICIENT EVALUATION**. There are substantive issues or requirements of this *Resolution* that were not sufficiently evaluated in the Commission's recommendations; or

c. **SUBSTANTIVE ALTERATION**. There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or

d. **NEED FOR CLARIFICATION**. There is an element of the Planning Commission's recommendation that requires clarification.

2. **OFFICIAL RECORD**. The ~~Board~~'s decision shall be entered into the official minutes of the meeting.

N. SIGNIFICANCE OF PRELIMINARY PLAN APPLICATION APPROVAL. Approval of the Preliminary Plan application shall not constitute approval of the Major Impact Project, or permission to proceed with construction of any aspect of the land use change. Approval shall only constitute authorization for the applicant to submit a Final Plan, in accordance with the representations made by the applicant and in response to any conditions placed on the Preliminary Plan by the ~~Board~~BOCC.

O. EXPIRATION. The applicant shall be required to submit the Final Plan application within 12 months after the date of the approval of the Preliminary Plan. Failure to submit a complete Final Plan application within this time period shall render the Preliminary Plan approval null and void, and require the applicant to begin the Preliminary Plan review process again.

P. EXTENSION OF SUBMITTAL DEADLINE. The ~~Board~~BOCC may extend the deadline to submit a Final Plan application for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the ~~Board~~BOCC finds that since approval of the Preliminary Plan there have been no substantial changes in circumstances of neighborhood land uses, in the capability or willingness of proposed service providers to serve the development, and no substantial change in the proposed land use change, or to the site on which it is proposed. Should the ~~Board~~BOCC determine that such findings are not supportable, the review process shall be required to begin anew with the submittal of a Sketch Plan.

1. **REFERRAL TO PLANNING COMMISSION FOR RECOMMENDATION.** The ~~Board~~BOCC may request a recommendation from the Planning Commission on the request for extension before taking action.

2. **MAXIMUM PERIOD OF EXTENSION** In no case shall the deadline for submittal of a Final Plan application be extended for more than 12 months beyond the date of the 12-month expiration.

3. **FEE FOR REQUEST FOR EXTENSION**. In order to compensate the County for the cost of reviewing and processing the requested extension, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

DIVISION 7-400:
FINAL PLAN FOR MAJOR IMPACT PROJECTS

SECTION 7-401: FINAL PLAN APPLICATION FOR MAJOR IMPACT PROJECTS

After the ~~Board~~BOCC has approved the Preliminary Plan application for a Major Impact Project, the applicant may submit a Final Plan application consistent with this Section. The Final Plan includes both a narrative describing elements of the proposed Project, and layout plans and/or plats that illustrate it.

A. FINAL PLAN APPLICATION SHALL CONFORM TO THE APPROVED PRELIMINARY PLAN. The Final Plan application shall conform to the approved Preliminary Plan, and shall specifically address and comply with the conditions stated in the ~~Board~~BOCC's approval of the Preliminary Plan.

1. **CHANGES BETWEEN PRELIMINARY PLAN APPROVAL AND FINAL PLAN SUBMITTAL**. The Final Plan application shall identify any changes between the previously-approved Preliminary Plan and the submitted Final Plan. The application shall be referred to the Planning Commission for further consideration and recommendation if at least one of the following circumstances is present:

   a. **NEW INFORMATION IS SUBMITTED**. There has been significant information submitted that was not included in the approved Preliminary Plan; or

   b. **SUBSTANTIVE ALTERATION**. There has been a substantive alteration to the plan subsequent to the ~~Board~~BOCC's approval of the Preliminary Plan.

B. PHASING. The Final Plan may include separate phases. Each phase may be separately reviewed and approved. Submittals for each phase of a Final Plan and Plat, as applicable, and references within applicable protective covenants and Development Improvement Agreements, shall include the name of the development, and the appropriate phase number.

C. CONDOMINIUM AND TOWNHOME DEVELOPMENTS. A Major Impact Project that is a plan for condominium or townhome development shall require a Final Plan approval for the layout, infrastructure and amenities that corresponds to the approved Preliminary Plan for the Project. Building Permits may then be issued for construction of individual buildings. A Final Plat shall be submitted after the buildings are constructed, that is reviewed and recorded pursuant to Article 5: *Administrative Review Projects That Require Land Use Change Permits.*

D. APPLICATION AND REVIEW FEES. In order to compensate the County for the cost of reviewing and processing the Preliminary Plan, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

1. **IMPACT FEES**. As applicable, payment in full of any impact fees.

E. SUBMITTAL OF DRAFT COPY. The applicant shall submit one draft copy of the Final Plan application to the Community Development Department.

1. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department shall review the application pursuant to Section 3-110: *Community Development Department Review* and for its compliance with the conditions of the ~~Board~~BOCC's approval of the Preliminary Plan.

~~**F. TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, the applicant shall submit one hard copy and one digital copy of the application to the Department. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission and/or Board~~BOCC~~.~~

G. NARRATIVE. The Final Plan shall include the following, presented in the same order as it is listed here, in a stapled or otherwise bound document, on consecutively-numbered pages:

1. **APPLICANT.** The applicant's name, address, telephone and fax numbers, and e-mail address. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall be submitted authorizing the agent to represent the applicant and stating the representative's name, address, telephone and fax numbers and e-mail address.

a. **APPLICANT OTHER THAN APPLICANT AT PRELIMINARY PLAN APPROVAL**. If the applicant is not the same as the applicant who submitted the Preliminary Plan, that fact shall be noted, and a notarized letter of consent from the current property owner for the current applicant to proceed with the review shall be submitted.

b. **APPLICANT IS NOT THE OWNER**. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process pursuant to this *Resolution*.

c. **APPLICANT IS NOT THE SOLE OWNER.** If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.

2. **PROPERTY OWNER.** The property owner's name, address, telephone and fax numbers and e-mail address and, if other than the applicant, a notarized letter from the owner consenting to the application.

   a. **OWNER OTHER THAN OWNER AT PRELIMINARY PLAN APPROVAL**. If the property ownership has changed, either by fee simple sale or organization since the Preliminary Plan was approved, that shall be noted and relevant documentation submitted.

3. **TABLE OF CONTENTS.** A table of contents that lists sections of information by page number, and the exhibits, plats and plans and other documents.

4. **PROJECT DESCRIPTION.** A detailed description of uses and activities that shall conform to those approved in the Preliminary Plan approval:

   a. **USES AND ACTIVITIES.** Proposed uses or activities, division of land, adjustment of boundaries, expansion of existing uses, and construction, stockpiled materials, indoor and outdoor storage areas.

   b. **NUMBERS OF UNITS OR OTHER SIZES OF USES**. Numbers of units or lots. The square footage or acreage of commercial, industrial or other uses.

   c. **DESCRIPTION OF STRUCTURES**. Description of structures to be constructed, their estimated size(s) and appearance.

   d. **DESCRIPTION OF OFF-SITE RESOURCES**. Description of off-site resources, hazardous activities and haul routes.

   e. **IDENTIFICATION OF LOT USE WITHIN SUBDIVISION**. If subdivision of the property is proposed, the uses proposed for all resulting lots.

   f. **SEASONS AND HOURS OF OPERATION.** As applicable, the seasons of the year in which the activity is proposed to be conducted, and the intended hours of operation.

   g. **PHASES.** Phases of the Final Plan, if applicable.

5. **DOCUMENTATION OF CONVEYANCE OF LAND OR EASEMENT**. As applicable a copy of warranty deed s to, or easement agreements with, the appropriate entity conveying or providing easement to the County or other entity, for any land set aside for road rights-of-way, public trails, or other public use.

6. **PROTECTIVE COVENANTS AND DESIGN GUIDELINES, CONDOMINIUM OR TOWNHOME DECLARATIONS, OR DEED RESTRICTIONS**. Protective covenants, design guidelines, condominium or townhome declaration or similar restrictions that will be imposed on the development, and, if applicable, recorded with a Final Plat. The protective covenants submittal shall be the final, recordable form of the protective covenants presented in draft form and reviewed as part of the Preliminary Plan and, at a minimum, shall address:

   a. **CONDITIONS OF PRELIMINARY PLAN APPROVAL.** As applicable, those items required by the Preliminary Plan approval to be included within protective covenants, design guidelines, condominium or townhome declarations or deed restrictions.

   b. **RESPONSIBILITIES OF HOMEOWNERS' ASSOCIATION.** As applicable, responsibilities of property owners or homeowners' association to collect dues, maintain common areas, improve infrastructure common to the development, maintenance of a decreed water augmentation plan and the augmented water supply, treatment of wastewater and/or water, and to oversee the maintenance of the general appearance of the development.

c. **COUNTY IS PARTY TO ENFORCEMENT OF PROTECTIVE COVENANTS IN A SUBDIVISION**. If the proposed development is a subdivision, language that allows and requires enforcement of the protective covenants by property owners if the development and that names Gunnison County as a party to enforcement.

d. **COUNTY IS PARTY TO AMENDMENT OR TERMINATION**. Language that requires that amendment or termination of the protective covenants or restriction is subject to approval by Gunnison County.

1. DESIGN CRITERIA. Design criteria that will govern development within the subdivision, including:

a. BUILDING SCALE AND LOCATION. Language defining building heights, compatibility with terrain, and sizes of all structures that will be allowed by the protective covenants. The requirements of Section 11-108: *Standards for Development on Ridgelines*, Section 13-103: *General Site Plan Standards and Lot Measurements,* Section 13-105: *Residential Building Sizes and Lot Coverages* shall guide the drafting of the covenant language.

b. ARCHITECTURAL STYLE AND EXTERIOR APPEARANCE. Language describing the architectural style that will be required of all structures in the proposed development, and the types and colors of exterior materials to be used, including siding, roofing.

e. **DOMESTIC ANIMAL CONTROL.** Language limiting the maximum number of domestic animals allowed on a lot or within the development, and requiring that they be confined on site by kenneling, leashing or other similar means. Language that includes requirements that comply with those specified by Section 11-106: F.6*: Domestic Animal Controls,* Section 11-109: D: *Domestic Animal Controls*, and Section 9-508: *Keeping of Livestock Not On an Agricultural Operation.*

f. **EXTERIOR LIGHTING.** Language that includes requirements that comply with those specified by Section 13-114: *Exterior Lighting*.

g. FENCING. Language that includes requirements that comply with those specified by Section 13-113: *Fencing.* If there is proposed to be a fence separating the proposed development from lands on which there are agricultural operations or are public lands, language shall be required acknowledging Colorado's "fence out" requirements, and placing responsibility for construction and maintenance of the fence with the property owners or homeowners' association.

h. LANDSCAPING AND BUFFERING. Language addressing installation and maintenance of landscaping pursuant to Section 13-111: *Landscaping and Buffering.*

i. RECLAMATION AND NOXIOUS WEED CONTROL. Language that includes requirements that comply with those specified by Section 13-115: *Reclamation and Noxious Weed Control.*

j. PROVISION FOR SNOW REMOVAL. Identification of responsibility of a property owners' or homeowners' association to remove snow from interior roads and parking areas.

k. SOLID-FUEL-BURNING DEVICES. If solid-fuel-burning devices are to be used in the proposed development, restrictions shall be listed ensuring compliance with Section 13-107: *Installation of Solid-Fuel-Burning Devices.*

l. GEOTECHNICAL SITE-SPECIFIC STUDIES. When a parcel is proposed for subdivision and analysis has indicated it is located within a geologic hazard area, language shall be included that identifies the specific hazard in which the development, or identified portions of the development, are located, and refers by title, name of preparer, and date of preparation to the geotechnical analysis of the site.

1. COPY OF GEOTECHNICAL STUDY TO BE ATTACHED. A copy of the geotechnical study(ies) shall be required to be attached as an exhibit to the protective covenants or deed restriction.

7. DOCUMENTATION ESTABLISHING AUTHORITY TO ADMINISTER COVENANTS, DECLARATIONS OR DEED RESTRICTIONS. If the development is a subdivision, condominium or townhome development, proof of the establishment of any applicable homeowners' or property owners' association, district, architectural control committee or other group that will administer or enforce protective covenants, declarations or deed restrictions. If proof of establishment is not submitted with the Final Plan application, establishment shall be guaranteed through provisions in the Development Improvement Agreement, and all relevant documentation creating the organization shall be submitted to the Community Development Department.

8. FINAL COST ESTIMATES. Documentation from contractors, materials providers, engineers or other professionals, certifying final estimates for roads, bridges, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements required by the County for final approval.

9. **COPY OF PROPERTY TAX CERTIFICATE.** Copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

10. **DRAFT DEVELOPMENT IMPROVEMENT AGREEMENT** Pursuant to Section 16-118: *Development Improvement Agreement Required*, when public or private improvements are a required component of a Land Use Change Permit, the applicant shall provide a copy of documentation of the certified final cost estimates to the County Attorney's office which will draft a Development Improvement Agreement that references specific amenities of the Project that were required by the Preliminary Plan approval, and the method of funding to ensure their completion. The Development Improvement Agreement shall specifically identify such requirements referencing plans, drawings and schedules for completion and shall be substantially in the form referenced in Section 16-118: *Development Improvement Agreement Required.*

11. **INFORMATION TO ASSESSOR'S OFFICE.** If the development is a subdivision, condominium or townhome development, a copy of a notarized signed statement from the developer agreeing to provide the Gunnison County Assessor's Office with the following information before November 30 of each year shall be submitted:

    a. **PARCELS SOLD.** A description of all lots or parcels sold within the development.

    b. **PURCHASER INFORMATION.** Name and address of each purchaser.

    c. **PURCHASE PRICE.** Purchase price of each parcel sold.

H. LAYOUT AND DESIGN. The application shall include a rendering of the final layout and design plan of the Project that shall include:

1. **SURVEY.** A scale survey of the boundaries of the land parcel, showing all planned, recorded and apparent rights-of-way and all easements including ditches, utility lines, roads, and paths or trails; a description of all monuments found and set marking the boundaries of the property; and a description of all control monuments used and all dimensions necessary to establish the boundaries in the field. All section, quarter-section, township and range lines that cross the development shall be identified.

2. **SCALE.** Scale shall be 100 feet to the inch, except building plans and townhome or condominium plans may be at a larger scale if appropriate.

3. **SHEET SIZE.** Sheet size shall be 24 inches by 36 inches. When a large development requires more than two sheets at the required scale, the applicant shall also submit a total area plan showing the entire development at a scale that is clearly legible.

4. **LOCATIONAL INFORMATION.** Each sheet shall contain a scale (written and graphic), north arrow and a heading containing the name and location of the development by reference to a quarter-section, township and range, and a reference to a U.S. Mineral survey where applicable.

5. **SUBDIVISION PLAT**. If the development is a subdivision, the final layout shall be presented as a recordable Plat, and include the required language pursuant to Section 7-401: M: *Specifications for Subdivision Plats*.

I. ENGINEERED PLANS. Final engineering design plans and descriptions for roads, bridges, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements proposed to be installed by the developer, or required by the County; such plans shall be designed and stamped by a qualified professional engineer licensed in the State of Colorado. Engineering plans may be bound separately when size or bulk makes it advisable. Two folded copies of each of the plans shall be provided that can be stored in legal-sized folders, and shall not be submitted in rolled form.

J. UTILITY LOCATION PLANS. Final utility location plans approved by all utility companies that were identified in Preliminary Plan as providing service to the development.

K. **WATER SUPPLY.** Documentation of a final court decree, deed or other written evidence demonstrating ownership and/or right to use water in the amounts, manner and location(s) for the uses and activities addressed in the Preliminary Plan.

1. **WATER AUGMENTATION PLAN**. If the Division of Water Resources required that a plan of water augmentation be designed, submitted and approved, a copy of the decree(s) for the plan shall be submitted. The plan shall accurately portray the number and types of uses described in the applicant's Final Plan application submittal, including phases, if applicable.

L. SPECIFICATIONS FOR SUBDIVISION PLATS. Subdivision plats intended for recording shall be prepared by a surveyor registered in the State of Colorado, clearly and legibly drawn on indelible material so that legible prints can

be made from it. The final plat recorded in the Office of the Clerk and Recorder of Gunnison County shall be a non-erasable copy of the original. Sheet size shall be 24" x 36". The scale of the final plat shall be sufficiently large to show clearly the details of the plan (preferably 1" = 100').

1. **PUBLIC AREAS.** All public or common areas shall be identified.
2. **NON-DUPLICATING ROAD NAMES.** All roads shall be named. Road names shall not duplicate those of any existing named road within the unincorporated county or any incorporated municipality, to avoid confusion and duplication.
3. **ACCESS AND OTHER EASEMENTS.** Planned and existing, recorded or apparent easements shall be shown, including 25-foot easements from each irrigation ditch bank pursuant to Section 11-109: G. 2.: *Irrigation Ditch Easements*, watercourses, public utilities, drains, sewers, snow storage areas, roads and paths or trails crossing the property, the closing or changing of which might affect the rights of others or result in damage to the property of the owner.
4. **BLOCKS AND LOTS.** All blocks and lots or spaces shall be consecutively numbered.
5. **REFERENCE TO PROTECTIVE COVENANTS**. If protective covenants are included as an element of the development, they shall be filed with the plat and the plat shall contain the correct recording references.
6. **CURVE DATA.** All curve data, in a chart that includes radii, internal angles, and lengths of all arcs and points of curvature.
7. **REQUIRED PLAT LANGUAGE.** The following plat language:

   a. **FLOODPLAIN WARNING AND DISCLAIMER.** If the subject property is located within an identified floodplain, language shall be included on the plat pursuant to Section 11-103: F. 1. *Warning and Disclaimer of Floodplain Hazards Affecting Use and Occupancy of This Property*.

   b. **GEOLOGIC HAZARDS WARNING AND DISCLAIMER.** If the subject property is located within an identified geologic hazard area, language shall be included on the plat pursuant to Section 11-104: F. 5: *Warning and Disclaimer of Geologic Hazards Affecting Use and Occupancy of This Property*.

   c. **WILDFIRE HAZARD AREA WARNING AND DISCLAIMER**. If the subject property is located within an area designated as a wildfire hazard area, language shall be included on the plat pursuant to Section 11-106: G: *Warning and Disclaimer of Wildfire Hazards Affecting Use and Occupancy of This Property.*

   d. **COMPLIANCE WITH COUNTY APPROVAL DOCUMENTS**. A Final Plat presented for approval shall contain one of the following statements, as applicable:

      1. **COMPLIANCE WITH ~~BOARD~~BOCC RESOLUTION.**

         COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

         The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

      2. **COMPLIANCE WITH APPLICABLE CERTIFICATE OF APPROVAL.**

         COMPLIANCE WITH CERTIFICATE OF APPROVAL

         The property described on this plat is subject to all the requirements, terms and conditions of Certificate of Approval No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

   e. **GENERAL NOTES.** Pursuant to Section 11-110: H: *Protective Covenants or Deed Restrictions and Plat Language*, the following paragraphs shall be included within a section of General Notes on a Final Plat:

      1. **CONFINEMENT OF DOMESTIC ANIMALS.** Language directing that domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.

      2. **AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS**. Language referencing C.R.S. 35-46-101 *et seq* clearly stating that a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

3. **IRRIGATION DITCH MAINTENANCE**. Language notifying individual lot owners that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

f. ATTORNEY'S OPINION. The following opinion by the applicant's attorney:

ATTORNEY'S OPINION

I, (printed name of attorney), an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in_____ and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows :_____(list same or indicate none). Dated this _____ day of _____, A.D. 20___.

_____
Attorney-at-Law

g. DEDICATION. A Final Plat presented for approval shall contain one of the following statements concerning dedication, which shall be followed by the Notary Statement set forth in (3) below:

1. DEDICATION LANGUAGE.

DEDICATION

(I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof (printed name of the owner) has (have) subscribed (his, her, their) name(s) this _____ day of _____, A.D. 20___.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

2. DEDICATION/ALTERNATIVE LANGUAGE.

DEDICATION

(I, We), _____(printed name of owner(s), mortgagee(s) and lien holder(s))_____, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two (2) decimal places) in Gunnison County, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof (printed name of the owner(s)) has (have) subscribed his, her, their name(s) this _____day of _____, A.D. 20_____.
By _____
Owner(s), Mortgagee(s) and Lien holder(s)

3. NOTARIAL.

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20_____, by (printed name of owner(s): if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).

My commission expires: _____
My address is: _____
Witness my hand and official seal:
_____ (seal)
Notary Public

h. PLANNING COMMISSION APPROVAL. If the ~~Board~~BOCC in its approval of Preliminary Plan required review and approval of the Final Plan by the Planning Commission, the following language shall be included on the Plat:

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends _____ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____ day of _____, A.D. 20_____.

_____
Chairperson, Gunnison County Planning Commission

i. ~~BOARD~~BOCC ~~OF COUNTY COMMISSIONERS'~~ APPROVAL. As is consistent with the selected paragraph of dedication, any Final Plat submitted for approval shall contain one of the following statements of approval as appropriate:

1. ~~BOARD~~BOCC APPROVAL LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from, the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

2. ~~BOARD~~BOCC APPROVAL: FIRST ALTERNATIVE LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20_____, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

3. ~~BOARD~~BOCC APPROVAL: SECOND ALTERNATIVE LANGUAGE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) Is approved this _____ day of _____, A.D. 20_____, as a seasonal use development only and not as a development served by a road opened or to be opened on a year-round basis. The roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance purposes. Maintenance of, or snow removal from the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____

Gunnison County Clerk and Recorder

4. **~~BOARD~~BOCC APPROVAL: THIRD ALTERNATIVE LANGUAGE:**

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of (name of development in capital letters) is approved this _____ day of _____, A.D. 20,_____ as a seasonal use development only and not as a development served by a road opened or to be opened on a year-round basis. The private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____

Chairperson, Gunnison County Board of Commissioners

Attest:

_____

Gunnison County Clerk and Recorder

5. **GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE.** (To be placed in the lower right-hand corner of cover sheet.)

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____, Reception Number _____, Time _____, Date _____.

_____

Gunnison County Clerk and Recorder

6. **SURVEYOR'S STATEMENT.** A statement, followed by the land surveyor's signature and seal, certifying that the survey was performed by him or under his direct responsibility and supervision and explaining how bearings, if used, were determined.

N. RECORDING OF PLAT FOR A SUBDIVISION. If the development is a subdivision plat, then within 120 days of the date of approval of the Final Plan by the ~~Board~~BOCC, the Community Development Director shall file or oversee the filing of the plat in the Office of the County Clerk and Recorder. Approved protective covenants or declarations shall be recorded at the same time the plat to which they relate is filed in that office. The expense of the filing shall be borne by the applicant.

M. ESSENTIAL HOUSING PROJECT OR ESSENTIAL HOUSING DESIGNATION. When the development is an Essential Housing Project, or otherwise includes Essential Housing Residences, the Final Plat and Final Plan shall identify each lot that is designated as an Essential Housing lot and shall identify the number of Essential Houses on each Essential Housing lot.

SECTION 7-402: FINAL PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS

The following process (illustrated in the flowchart in Appendix Figure 8: *Final Plan Review Process for Major Impact Projects*) shall apply to the review of a Final Plan application for a Major Impact Project.

A. PRE-APPLICATION CONFERENCE. Attendance at a Pre-Application Conference is optional before submittal of the Final Plan application, pursuant to Section 3-108: *Pre-Application Conference*.

B. SUBMITTAL OF DRAFT COPY. The applicant shall submit one draft copy of the Final Plan application to the Community Development Department pursuant to Section 7-401: *Final Plan Application for Major Impact Projects.*

1. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department shall review the application for completeness, for its compliance with the conditions of the ~~Board~~BOCC's approval of the Preliminary Plan

~~2. **TOTAL NUMBER OF COPIES REQUIRED.** Once the Community Development Department has determined the submittal to be complete, the applicant shall submit one hard copy and one digital copy of the application to the Department. The Department shall, as applicable, forward the application and any relevant comments to the Planning Commission and/or ~~Board~~BOCC.~~

C. REFERRAL TO PLANNING COMMISSION. The application shall be referred to the Planning Commission for further consideration and recommendation if at least one of the following circumstances is present:

1. **~~BOARD~~BOCC REQUIRED PLANNING COMMISSION REVIEW OF FINAL PLAN.** The ~~Board~~BOCC in its approval of the Preliminary Plan required that the Final Plan be reviewed by the Planning Commission; or
2. **NEW INFORMATION IS SUBMITTED**. There has been significant information submitted that was not included in the approved Preliminary Plan; or
3. **SUBSTANTIVE ALTERATION FOLLOWING PRELIMINARY PLAN APPROVAL**. There has been a substantive alteration to the plan subsequent to the ~~Board~~BOCC's approval of the Preliminary Plan.

D. PLANNING COMMISSION REVIEW. If, as a condition of its Preliminary Plan approval, the ~~Board~~BOCC required that the Final Plan be reviewed by the Planning Commission, or pursuant to Section 7-402: C. 1.: *New Information Submitted* or Section 7-402: C. 2.: *Substantive Alteration Following Preliminary Plan Approval*, then a complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's applicable comments. It is the goal, but not the requirement, of this *Resolution*, that within 60 days of the receipt of the application by the Community Development Department, the Planning Commission shall consider all relevant materials and testimony; and forward a recommendation to the ~~Board~~BOCC.

1. **PLANNING COMMISSION RECOMMENDATION**. If the ~~Board~~BOCC required the Planning Commission to review and forward a recommendation on the Final Plan, the Commission shall provide its written recommendation as to whether the ~~Board~~BOCC should approve or deny the Final Plan. A conditional Recommendation of approval of a Final Plan is not preferred, but the Planning Commission may specify certain requirements to be met before presentation of the Final Plan to the ~~Board~~BOCC. The recommendation shall be in written form, and shall, at a minimum, include the following:
   a. **COMPLIANCE WITH PRELIMINARY PLAN APPROVAL CONDITIONS.** Whether the Final Plan application has complied with the conditions imposed by the ~~Board~~BOCC in the Preliminary Plan approval.
   b. **CONSISTENCY WITH MAJOR IMPACT PROJECT REVIEW STANDARDS.** Whether the application complies with Section 7-102: *Standards of Approval for Major Impact Projects.*
   c. **FINDINGS.** Findings based on conclusions reached by the Planning Commission in its review of the submitted plan.
   d. **RECOMMENDATION OF ~~BOARD~~BOCC ACTION.** A recommendation that the ~~Board~~BOCC should approve, approve with conditions, or deny the Final Plan application.

E. ~~BOARD~~BOCC ACTION. Within 35 days of the Planning Commission recommendation, a complete copy of the application and the Planning Commission's recommendation shall be forwarded to the ~~Board~~BOCC. The ~~Board~~BOCC shall consider all relevant materials and testimony; shall assess whether the Final Plan complies with the conditions of Preliminary Plan approval and with Section 7-102: *Standards of Approval for Major Impact Projects;* and shall approve or deny the application. If the Project is a commercial or industrial use, the ~~Board~~BOCC action shall also state when the Project shall be considered completed, pursuant to Section 1-104: F. 4. c: *Commercial or Industrial Project*.

1. **ADDITIONAL PLANNING COMMISSION REVIEW MAY BE REQUIRED.** Before it takes action on the application, the ~~Board~~BOCC may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:
   a. **NEW INFORMATION SUBMITTED**. There has been information submitted that was not available for consideration by the Commission before its recommendation; or
   b. **INSUFFICIENT EVALUATION**. There are substantive issues or requirements of this *Resolution* that were not sufficiently evaluated in the Commission's recommendations; or
   c. **SUBSTANTIVE ALTERATION**. There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or
   d. **NEED FOR CLARIFICATION**. There is an element of the Planning Commission's recommendation that requires clarification.
2. **~~BOARD~~BOCC ACTION AFTER IF REFERRED TO PLANNING COMMISSION**. If the application is referred to the Planning Commission for additional review, the ~~Board~~BOCC shall, within 35 days after receipt of the Planning Commission's additional recommendation, approve, approve with conditions, or deny the application.

F. RECORDATION OF CERTIFICATE OF APPROVAL. Within 30 days following approval of the Final Plan, the Community Development Director shall record a Certificate of Major Impact Project Approval in the Office of the

Gunnison County Clerk and Recorder's Office. The Certificate shall summarize the specific Project, the legal description of the subject property, include reference to the approval by the relevant decision body, the date on which the approval occurred, and shall include, as applicable, an attached exhibit a copy of any resolution, or other decision document memorializing the approval.

1. **APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF MAINTENANCE OR DEDICATION**. Approval of the Final Plan by the ~~Board~~BOCC does not constitute acceptance of maintenance responsibility for any dedicated roads, alleys or other public lands or an agreement to remove snow from those areas, nor does approval constitute acceptance of any dedication of any public areas including roads or alleys without explicit ~~Board~~BOCC acceptance of such dedication.

G. RECORDATION OF SUBDIVISION PLAT. If the Land Use Change Permit approval is for a subdivision plat, within 120 days of the execution of the Development Improvements Agreement, the County shall file, or shall oversee the filing of, the plat in the Office of the County Clerk and Recorder. Approved protective covenants shall be recorded in the Office of the Clerk and Recorder at the same time the plat to which they relate is filed in that office.

H. INSUBSTANTIAL CHANGES AND AMENDMENTS. Insubstantial changes to an approved Major Impact Project may be authorized by the Community Development Director without additional public hearing.

1. **LIMITS ON INSUBSTANTIAL CHANGES.** Insubstantial changes shall be limited to technical or engineering considerations that arise during final design or during actual construction, or similar minor modifications to features of the Project that are necessary to address technical constraints or unanticipated consequences.

2. **ACTIVITIES NOT CONSIDERED INSUBSTANTIAL**. Activities that shall not be considered insubstantial and that may not be authorized by the Community Development Director include changes to the overall character of the Project, changes that substantially increase the Project's trip generation or demand for public facilities, and changes that are inconsistent with a condition or representation of the Project's original approval. Such activities shall be considered amendments of the plan and may only be authorized by the applicant's submitting a new application and repeating the review process for a Major Impact Project.

ARTICLE 8: TECHNICAL MODIFICATIONS, TAKINGS, APPEALS AND EXCEPTIONS

SECTION 8-101: TECHNICAL MODIFICATIONS

A. PURPOSE. This Section sets forth the process and standards for obtaining a Technical Modification, which is a minor deviation of not more than ten percent from any minimum or maximum numerical standard required by this *Resolution*.

B. APPLICABILITY. A Technical Modification may be granted by the decision-making body that has final authority to approve or deny the permit application for which a Technical Modification is requested. If the circumstances requiring the Technical Modification become apparent only after a Land Use Change Permit has been approved, the Technical Modification may be approved by the decision-making body that originally approved the permit.

1. **ADMINISTRATIVE REVIEW OR MINOR IMPACT PROJECT.** The Community Development Director or the Planning Commission may grant a Technical Modification concurrent with the approval of a Land Use Change Permit for an Administrative Review Project or Minor Impact Project, or
2. **MAJOR IMPACT PROJECT.** The ~~Board~~BOCC may grant a Technical Modification concurrent with the approval of the Preliminary or Final Plan of a Major Impact Project.

C. PROCESS. The following process shall apply to an application for a Technical Modification.

1. **PRE-APPLICATION CONFERENCE.** Attendance at a Pre-Application Conference is mandatory before submittal of a Technical Modification application, pursuant to Section 3-108: *Pre-Application Conference*.
2. **APPLICATION**. The applicant shall submit an application that includes the following materials:
   a. **SITE PLAN.** A site plan of the subject property, showing existing improvements and proposed development features that are relevant to the review of the proposed Technical Modification (illustrated in Appendix Figure 1: *Site Plan Example.*).
   b. **DESCRIPTION OF REQUESTED MODIFICATION.** A description of the requested modification, including how the request complies with 8-101: D: *Review Standards for Technical Modifications*.
   c. **OTHER MATERIALS.** As necessary, the applicant shall also submit written or graphic information necessary to describe the proposal and to explain its compliance with the standards of this Section.
3. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department shall review the application for completeness, determine whether it meets the requirements of this Section, and shall so indicate to the applicable decision-making body.
4. **ACTION BY DECISION-MAKING BODY.** A complete copy of the application shall be forwarded to the applicable decision-making body, together with a copy of the Community Development Department Review and recommendation. The review body shall review the application, consider the standards of Section 8-101: F: *Review Standards for Technical Modifications*, and may approve, approve with conditions, or deny the application.

D. STANDARDS OF APPROVAL FOR TECHNICAL MODIFICATION'S. An application for a Technical Modification shall comply with all of the following standards:

1. **TECHNICAL OR INSUBSTANTIAL.** The proposed modification shall be of a technical or insubstantial nature, and necessary to compensate for an unusual aspect or feature of the property or of the land use change that is not shared by properties in general, or is necessary to address an unusual hardship associated with the application of the particular standard on the property.
2. **TEN PER CENT LIMIT.** The request shall be to increase a maximum numerical standard or to decrease a minimum numerical standard by 10 per cent or less.
3. **ADVERSE IMPACTS SHALL BE MITIGATED**. Any adverse impacts caused by the proposed modification shall be mitigated to the maximum extent practical, so the resulting effects on those properties are insubstantial.

4. **COMPLIANCE WITH PURPOSES OF STANDARD TO BE MODIFIED.** The applicant shall demonstrate that if the requested modification is granted, the proposed land use change will still comply with the purposes of the standard for which the modification is requested, and will advance or protect the public interests as well or better than strict compliance with the standard.
5. **NO ADVERSE IMPACT ON PUBLIC HEALTH, SAFETY AND WELFARE, OR ON THE ENVIRONMENT.** The proposed modification shall cause no adverse impact on public health, safety and welfare, or on the environment.
6. **NO CHANGE IN IMPACT CLASSIFICATION.** Approval of the proposed modification will result in no change to the impact classification of the proposed land use change.
7. **SUBSTANTIALLY SAME OR LESS IMPACT.** Approval of the proposed modification will result in the same or less actual impact due to unique site features, the nature of the equipment that will be used, the nature of the operations and activities proposed, or proposed mitigation measures, including buffering and screening.

E. APPEALS. An appeal of an action on a Technical Modification may be made pursuant to Section 8-103: *Appeals*.

SECTION 8-102: ADMINISTRATIVE TAKINGS PROCESS FOR LAND USE CHANGE PERMITS

A. PURPOSE. It is the intent of this *Resolution* that no private landowner be deprived of all reasonable economic use of real property. However, it is possible that certain regulatory decisions made pursuant to this *Resolution* may, in limited unique circumstances, potentially result in claims that all reasonable economic use of a parcel has been denied. This Section establishes an administrative appeal to attempt to resolve such claims, and to reduce the potential for litigation.

B. APPLICABILITY. Any landowner who believes that a final decision made or final action taken by a decision-making body pursuant to this *Resolution* results in a denial of all reasonable economic use of all of a parcel of real property, must initiate and complete an appeal pursuant to this Section before initiating litigation against Gunnison County for such decision or action. This requirement is not a prerequisite to a landowner's filing a petition in the district court pursuant to *Colorado Rules of Civil Procedure*, Rule 106, or C.R.S. 29-20-201 *et seq*.

C. DEADLINES FOR PETITION. No later than 30 days after the final decision or final action has been made, the applicant shall file a written notice with the Community Development Department that a Takings Relief Petition will be submitted. Within 30 days after filing that notice, the petitioner shall submit the Takings Relief Petition to the Community Development Department.

D. CONTENTS OF TAKINGS RELIEF PETITION. The Takings Relief Petition shall, at a minimum, include the following:

1. **IDENTIFICATION OF PETITIONER**. Name, address, telephone number of petitioner.
2. **IDENTIFICATION OF LANDOWNER**. Name, address, telephone number of current owner of the property, with notarized written approval of the current owner of the property to file the petition.
3. **TERMS OF PURCHASE**. Price paid, and all other terms of sale, of the current owner's purchase of the subject property; the date of purchase; the name of the party from whom purchased; and the relationship, if any, between the current owner and the party from whom the property was purchased.
4. **APPRAISALS**. Any appraisals of the property, prepared for any purpose, including financing, offers for sale, or ad valorem taxation, during the five years immediately preceding the date of the decision or action that is the subject of the petition.
5. **FORM OF OWNERSHIP**. The form of ownership of the property (sole proprietorship, for profit or not-for-profit corporation, partnership, or joint venture), and the nature of the property interest (including fee simple, leasehold).
6. **VALUE AND TAXES.** The assessed value of the property, and all real property taxes paid for the five years immediately preceding the date of the decision or action that is the subject of the petition.
7. **MORTGAGES OR LOANS.** A full description of current mortgages, loans, or other encumbrances on the property, including the name of the mortgagee or lender, the current interest rate, remaining loan balance, term of the loan, and other significant requirements, including the right of purchasers to assume the loan.
8. **LISTINGS.** All listings of the property for sale or rent, the price asked, and any written offers received during the five years immediately preceding the date of the decision or action that is the subject of the petition.
9. **STUDIES**. Any studies undertaken by the petitioner or agents of the petitioner within the five years immediately preceding the date of the decision or action that is the subject of the petition concerning the feasibility of development or use of the property.

10. **INCOME AND EXPENSE STATEMENTS**. For income-producing property, itemized income and expense statements for the prior three years.

11. **IMPROVEMENTS AND EXPENSES.** Documentation of any improvements and investments made to the property, and any expenditures for professional and other services related to the property made during the prior three years.

12. **STATEMENT.** A statement identifying the regulations that are alleged to result in the elimination of all reasonable economic use of the land and describing the use the landowner believes represents the minimum legally required reasonable economic use of the land, accompanied by any documentation, studies, or other supporting evidence.

E. ADDITIONAL INFORMATION. The Community Development Director or the Hearing Officer may request additional information that is reasonably necessary, in his/her opinion, to conclude that there has or has not been a denial of all reasonable economic use causing a substantial economic hardship.

F. WAIVER OF INFORMATION. The Community Development Director or the Hearing Officer may waive the submittal of information if in his/her opinion it is unnecessary or not applicable to the subject petition.

G. INFORMATION NOT AVAILABLE. In the event that any of the information required to be submitted by the petitioner is not reasonably available, the petitioner shall file a statement identifying the information that could not be provided, explaining why the information is not available and, if it will become available, when it will become available.

H. APPOINTMENT OF HEARING OFFICER. Within 30 days of receipt of the completed petition, the ~~Board~~BOCC~~BOA~~ shall appoint a hearing officer to review the petition and conduct a hearing pursuant to this Section.

1. **QUALIFICATIONS OF HEARING OFFICER**. The Hearing Officer shall have demonstrated experience in land use law, land development, real estate finance and appraisal, and in other disciplines related to land use or real estate development sufficient to perform the duties required by this Section. Before appointment, the Hearing Officer shall submit a statement to the parties of no actual or potential conflict of interest regarding the subject petition.

2. **COMPENSATION FOR COSTS.** The Hearing Officer shall be compensated at his/her normal rate for professional services of a similar type, and any reimbursable expenses, including staff support if necessary. The petitioner shall deposit a fee in advance with the County to cover the reasonable cost of preparing and copying the record, the cost of the services of the hearing officer, the cost of the hearing, and the costs incurred for publication of public notice, as estimated by the Community Development Director. At the conclusion of the hearing, the Hearing Officer shall award to the prevailing party all reasonable costs but not any attorney fees except if the Hearing Officer determines that the claim or defense is frivolous, groundless or vexatious.

I. HEARING PROCESS. The process for conducting the hearing shall be as follows:

1. **RECORD.** Gunnison County shall expeditiously prepare the record and deliver a copy of the record to the petitioner and to the Hearing Officer.

2. **NOTICE.** Notice of the hearing shall be given pursuant to Section 3-112: *Notice of Public Hearing*.

3. **TESTIMONY.** The Hearing Officer shall review the record and shall allow an opportunity during the hearing for the petitioner, and Gunnison County, and any witness called by either party to offer written or oral testimony regarding the Takings Relief Petition. The burden of proof shall be on the petitioner to demonstrate, by the preponderance of the evidence, that the decision or action appealed from has denied all reasonable economic use of all of the subject property.

J. DECISION AND FINDINGS. Within 30 days after the close of the hearing, the Hearing Officer shall prepare and present to the ~~Board~~ BOA and petitioner a decision on the merits of the appeal, based on the record and testimony. The decision shall be based on the evidence submitted and shall include the following findings and determinations:

1. **ADEQUATE INFORMATION.** Whether the petitioner has fully presented the information required by this Section.

2. **MARKET VALUE**. The fair market value of the property considering the decision or action appealed from, and the fair market value if the proposed Land Use Change Permit were to be granted.

3. **FEASIBLE DEVELOPMENT ALTERNATIVE.** Whether there exists a feasible alternative that could provide a reasonable economic use of the property.

4. **FAIR MARKET VALUE OR REASONABLE ECONOMIC BENEFIT OF ALTERNATIVE DEVELOPMENT**. The fair market value or reasonable economic benefit available to the landowner from alternative development of the subject property including any opportunity to develop the property together with any other contiguous property owned by the landowner, or to use any other incentives available within this *Resolution*.

5. **DEVELOPMENT FEASIBILITY**. Whether it was feasible to develop the property as of the date of the application, or shortly thereafter.

6. **DEMONSTRATION OF TAKINGS.** Whether the petitioner has met its burden to prove that the decision appealed from has denied all reasonable economic use of all of the subject property.

K. RECOMMENDATION FOR RELIEF. If the Hearing Officer finds that the petitioner has been denied all reasonable economic use of all of the subject property, then the Hearing Officer shall recommend relief to remedy the denial of all reasonable economic use. The Hearing Officer shall recommend the minimum reasonable increase in use, density, intensity, or other possible chance to the decision or action that would permit a reasonable economic use of the subject property. The highest and best use, or even an average or generally reasonable expectation of use, is not required or intended as the appropriate remedy.

L. ~~BOARD~~BOA ACTION. Within 60 days, following receipt of the Hearing Officer's decision, the ~~Board~~BOA shall review it and shall approve, approve with modifications, or disapprove the decision of the Hearing Officer. The ~~Board~~BOA may, in its sole discretion, conduct a public hearing before taking action. If the ~~Board~~ BOA chooses to conduct a public hearing, it shall be conducted pursuant to Section 3-113: *Conduct of Public Hearing*. The decision of the ~~Board~~ BOA upon review of the Hearing Officer's decision shall be the final action necessary to complete an appeal pursuant to this Section.

1. **IMPLEMENTATION OF RELIEF MEASURES.** The ~~Board~~BOA in its discretion may adopt any measure that is within the ~~B~~oard~~BOCC~~BOA's authority to implement the Hearing Officer's recommendations, with or without further review by the Planning Commission.

SECTION 8-103: APPEALS

A. ACTIONS THAT MAY BE APPEALED TO THE ~~BOARD~~BOARD OF ADJUSTMENT. The following actions may be appealed to the ~~Board~~Board of Adjustment (BOA):

1. **~~A~~ BUILDING PERMIT.** A decision by the Community Development Department to deny a Building Permit under the applicable building code adopted and amended by Gunnison County.

2. **HEARING OFFICER DECISION ON ADMINISTRATIVE TAKINGS CLAIM.** A decision by a Hearing Officer pursuant to Section 8-102: *Administrative Takings Process For Land Use Change Permits.*

3. **CLASSIFICATION OF IMPACT.** Community Development Department classification of impact pursuant to Section 3-111: *Classification of Impact.*

4. **ADMINISTRATIVE REVIEW.** Community Development Director actions on an Administrative Review application, pursuant to Section 5-102: *Administrative Review Projects That Require a Land Use Change Permit.*

~~3.~~ ~~4~~5. **PLANNING COMMISSION DECISION ON MINOR IMPACT PROJECT.** Planning Commission actions on a Minor Impact application pursuant to Article 6: *Minor Impact Projects.*

~~7~~6. **BOCC DECISION ON MAJOR IMPACT PROJECT.** BOCC actions on a Major Impact application pursuant to Article 7: *Major Impact Projects.*

~~8~~7. **APPEAL PURSUANT TO SPECIAL AREA REGULATIONS.** Action of a final decision-making body under Regulations created for a Special Area pursuant to Section 1-110: *Process for Designating Special Areas.*

~~9.~~ 8. **INTERPRETATION.** Community Development Director interpretations of this *Resolution*, pursuant to Section 1-114: *Interpretations.*

~~10.~~ 9. **TECHNICAL MODIFICATION.** Decision-making body's action on a Technical Modification, pursuant to Section 8-101: *Technical Modifications.*

10. **FLOODPLAIN DEVELOPMENT PERMITS.** Action by Community Development Director on Floodplain Development Permit pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards.*

11. **SETBACKS.** Any order, requirement, decision or refusal by the Community Development Director related to the granting of variances from setback requirements, pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*

12. **EMERGENCY EXCEPTIONS**. Action by the BOCC on an application for an emergency exception pursuant to Section 8-104: *Emergency Exceptions.*

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143. REVIEW OF STOP ORDERS. Review and potential amendment of Stop Orders pursuant to Section 16-105: *Stop Order; Immediate Compliance.*

154. PERMIT SUSPENSIONS AND REVOCATIONS. Action by BOCC to suspend or revoke a permit pursuant to Section 16-106: *Temporary Suspension or Permanent Revocation of Permit.*

165. VIOLATION OF ABATEMENTS. Issuance of Orders to Abate by BOCC pursuant to Section 16-107: *Abatement of Violation.*

B. STANDING TO APPEAL. The following persons shall have standing to ~~submit an~~ appeal:

~~1.~~ **1. APPLICANT.** The applicant or the owner of the subject property affected by a decision.

~~2. MEMBER OF THE PUBLIC. Any member of the public.~~

2. **PERSON AGGRIEVED BY DECISION UNDER THIS *LAND USE RESOLUTION.*** Any person who can establish that a decision made under this *Land Use Resolution* denies that person a claim of right or imposes a substantial burden or obligation upon that person. Such person must establish that the claim of right is a property or personal right.

3. **PERSON WHO HAS REQUESTED AN INTERPRETATION**. A person who has requested an interpretation of this *Resolution* pursuant to Section 1-114 *Interpretations.*

4. **PERSON WHO HAS APPEALED AN IMPACT CLASSIFICATION**. A person who requests consideration of an impact classification determined pursuant to Section 3-111: *Classification of Impact*.

5. **COUNTY.** Any officer, department, board, or bureau of Gunnison County affected by:

a. The grant or refusal of a building permit; or

b. Any decision or action set forth in Section 8-103~~(A)~~: A. *Actions That May Be Appealed to the Board of Adjustment.*

C. PROCESS. The process for submittal and review of an appeal is as follows:

1. **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~~, not including 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. The appeal shall become part of the record.

   a. **FEE FOR APPEAL SUBMITTAL.** In order to compensate the County for the cost of reviewing and processing the petition, the appellant(s) shall bear the full cost of preparation of the record of the initial decision-making body. The appellant(s) shall pay a required appeal fee, as shown in a schedule of fees that is adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule shall be calculated to make the amount of the fee generally equivalent to the expense reasonably to be incurred by the County in reviewing and processing the appeal. The appeal fee shall be adjusted when the record is complete and at a minimum shall include costs of document reproduction, and provision of notice(s) required for the public meeting and, if conducted, the public hearing. If the appeal is submitted by the County, no fee is required.

   b. **COUNTY SHALL PREPARE RECORD.** Upon receipt of payment of the appeal fee, the County shall prepare the record of the ~~initial~~ prior decision-making bod(ies)~~y~~.

      1. **THE RECORD.** The record shall consists of all documents provided to or prepared by the County as part of its review and decision-making process, including the application and submittals, site plans, maps, referral agency comments, written and oral public comments, minutes, the decision documents, and audio recordings of the meeting/hearing, except for any documents or information protected by privileged communication.

      2. **TRANSCRIPT.** If a written transcript of the ~~initial~~ prior decision-making bod(ies')~~y~~ audio recordings is requested by the ~~Board~~BOA, the cost of the transcript shall be paid by the ~~Board~~County.

2. ~~BOARD~~BOA **CONSIDERATION OF APPEAL.** The appeal shall be considered by the ~~Board~~BOA at a regularly scheduled meeting within 30 days after the date the written appeal was filed and applicable appeal fee paid.

Commented [MH14]: "Appeals to the board of adjustment may be taken by any officer, department, board, or bureau of the county affected by the grant or refusal of a building permit or by other decision of an administrative officer or agency based on or made in the course of the administration or enforcement of the provisions of the zoning resolution."

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a. **NOTICE OF MEETING.** The Community Development Department shall, by first-class mail, inform the applicant and, 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.

b. **BOARDBOA DETERMINATION WHETHER TO CONDUCT PUBLIC HEARING**. At the meeting, the BoardBOCCBOA may determine that a public hearing should be conducted on the appeal. If the BoardBOA so determines, notice shall be given pursuant to Section 3-112: *Notice of Public Hearing*. The public hearing shall be conducted pursuant to Section 3-113: *Conduct of Public Hearing*.

1. **CRITERIA FOR CONDUCTING PUBLIC HEARING.** The BoardBOA shall conduct a public hearing if the BoardBOA is satisfied that the anticipated, additional testimony or documents could not reasonably have been presented to the initial decision-making body. The BoardBOA shall consider all of the following in making such a decision:

a. **AVAILABILITY AT TIME OF REVIEW BY INITIAL DECISION-MAKING BODY**. Availability of the anticipated, additional testimony or documents at the time of review of the application by the initial decision-making body.

b. **ADDITIONAL TESTIMONY OR EVIDENCE WOULD BE SIGNIFICANT**. Whether the additional testimony or evidence would be significant; that is, whether it would have a major effect on the BoardBOA's decision on the appeal.

c. **BOARDBOA CONSIDERATION ONLY OF RECORD; NO PUBLIC HEARING CONDUCTED**. If the BoardBOA determines that a public hearing shall not be conducted on the appeal, the BoardBOA shall limit its consideration to review of the record of the initial decision-making body, and argument by the appellant and applicant regarding that record. No new evidence shall be accepted or considered, and the BoardBOA chairperson may limit statements made to the BoardBOA.

d. **BOARDBOA CONSIDERATION OF RECORD AND NEW EVIDENCE; PUBLIC HEARING CONDUCTED.** If the BoardBOA determines that a public hearing shall be conducted on the appeal, the BoardBOA shall make its decision de novo based on consideration of the record of the initial decision-making body and any evidence presented at the public hearing.

3. **BOARDBOA DECISION.** The BoardBOA shall affirm, reverse, modify or remand, in whole or part, the appealed action. When the BoardBOA reverses or modifies a decision, the BoardBOA shall set forth its findings and state its reasons. Reversal of a decision shall require the concurring vote of four of the five members of the BOA. When the BoardBOA elects to remand the matter back to the initial decision-making body, the BoardBOA shall include a statement explaining the reasons for the remand and the action to be taken.

a. **MODIFICATION, REVERSAL OR REMAND OF ORIGINAL ACTION**. Unless expressly provided otherwise in this *Land Use Resolution* or other applicable regulations, tThe original action shall only be modified, reversed or remanded if the appellant establishes, that:

1. **NO CREDIBLE EVIDENCE**. There is no credible evidence in the record to support the original decision;

2. **ORIGINAL ACTION INCONSISTENT WITH THIS *RESOLUTION.*** The original action was inconsistent with the applicable requirements of this *Resolution*; or

3. **REVIEW BODY ACTION INAPPROPRIATE.** The initial decision-making body exceeded its jurisdiction or abused its discretion.

b. **BOARDBOA DECISION SHALL BE FINAL.** The Board'sBOA's decision to affirm, reverse or modify a decision shall be final and shall not be further appealed, but may be subject to judicial review.

SECTION 8-104: EMERGENCY EXCEPTIONS

A. PURPOSE. Gunnison County recognizes that occasionally an existing legal nonconforming land use, or a land use that has been permitted and complies with the conditions of that permit, may be subject to unexpected situations that require immediate and temporary relocation of the land use to another site to avoid serious detriment to an individual or business entity. This Section allows the BoardBOCC to evaluate such situations on a case-by-case basis to provide temporary relief from certain requirements of this *Resolution* to allow reasonable time and opportunity for an individual or business entity to obtain a Land Use Change Permit for that land use.

Commented [MH15]: Interested persons would still receive notice through the website and other methods

Commented [MH16]: "(3) The concurring vote of four members of the board in the case of a five-member board and of three members in the case of a three-member board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or agency or to decide in favor of the appellant."

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B. AUTHORITY. An Emergency Exception may be granted solely by the ~~Board~~BOCC. Unless specifically exempted within the conditions of the Land Use Change Permit, all sections of this *Resolution* shall apply. Under no circumstances, however, shall the use be exempted from the following sections: Section 1-105: *Sections Necessary for Immediate Preservation of Public Health and Safety,* Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way,* Section 13-109: *Signs,* Section 13-113: *Fencing*, Section 13-119: *Standards to Ensure Compatibility* and 9-300: *Commercial and Industrial Uses.* Such Exception shall also be required to obtain any applicable Building Permit and On-Site Wastewater Treatment System Permit.

C. STANDARDS OF APPROVAL FOR AN EMERGENCY EXCEPTION. An application for a Land Use Change Permit for an Emergency Exception shall comply with the following standards:

1. **IS A LEGAL USE CONDUCTED IN GUNNISON COUNTY**. The applicant currently conducts the land use within Gunnison County, including any of its incorporated municipalities, and is a legal nonconforming land use or a land use that has been permitted and complies with the conditions of that Permit.
2. **EXCEPTIONAL HARDSHIP**. Exceptional hardship to the applicant will result if the ~~Board~~BOCC does not grant emergency relief.
    a. **HARDSHIP IS NOT SELF-IMPOSED**. The special circumstances and conditions resulting in the emergency have not been caused by either the action or inaction of the applicant.
3. **NO REASONABLE ALTERNATIVE.** The applicant has documented and thoroughly pursued the alternative solutions, and no timely, feasible alternative to the Emergency Exception is available.
4. **RELIEF IS MINIMUM NECESSARY.** Approval of the Emergency Exception does not exceed the minimum action necessary to achieve the objective of allowing the temporary location of a land use and reasonable time and opportunity for an individual or business entity to obtain a permanent Land Use Change Permit if required.
5. **PUBLIC COST SHALL BE LIMITED.** Approval of the Emergency Exception shall not result in undue public costs.
6. **PUBLIC SAFETY SHALL NOT BE JEOPARDIZED.** Location of the land use in the site applied for within the Emergency Exception application shall not jeopardize the public health, safety or welfare.
7. **DOES NOT ADVERSELY AFFECT LAND USES IN THE AREA**. The granting of the Emergency Exception will not change the character or otherwise adversely affect other land uses in the area where the Emergency Exception is proposed,
8. **SIZE OF AFFECTED WORK FORCE.** The size of the affected workforce of a business shall be considered, but shall not be the deciding factor in determining the legitimacy of an emergency.
9. **ALL STRUCTURES TEMPORARY; RECLAMATION TO ORIGINAL CONDITION REQUIRED.** All structures approved by the Exception shall be temporary, and the site approved for the Exception shall be returned, to the maximum extent feasible, to the condition in which it was before the temporary land use approved by the Exception was initiated.

D. PROCESS. The following process shall apply to an application for an Emergency Exception.

1. **APPLICATION FORM.** The Community Development Department shall provide the applicant with an application form appropriate for the Emergency Exception. At a minimum, the application shall include:
    a. **APPLICANT.** The name, address, telephone and fax numbers, and email 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. **PROPERTY OWNER.** Name, address, telephone and fax numbers and email address of the owner of the property and, if other than the applicant, a notarized letter from the owner consenting to the application must be submitted.
    c. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.
    d. **PRESENT LAND USE.** Identify present land uses, and locations and sizes of structures that exist on the property.
    e. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of

the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.

f. **PROJECT DESCRIPTION AND SITE PLAN.** A narrative description and site plan (illustrated in Appendix Figure 1: *Site Plan Example.*) of the proposed Project, including all uses, structures, roads, utilities, parking areas, amount and kinds of traffic to be generated.

g. **DESCRIPTION OF EMERGENCY**. A statement of fact(s) that describes the situation that constitutes an emergency, an explanation of how the hardship was not self-imposed by an action or inaction of the applicant, and why the Emergency Exception is necessary.

h. **DESCRIPTION OF ALTERNATIVE SOLUTIONS.** Documentation that the applicant has pursued alternative solutions other than an Emergency Exception and documentation of when the applicant became aware of the emergency.

i. **APPLICATION FOR PERMANENT LAND USE CHANGE PERMIT.** The applicant shall submit an application for a permanent Land Use Change Permit no later than ninety (90) days after ~~simultaneously with~~ the submittal of the application for the Emergency Exception, and shall reference the location proposed for the permanent location.

Commented [HS17]: I am not sure this standard is realistic in an actual emergency exception.

j. **ESTIMATED COSTS.** Documentation from contractors, materials providers, engineers or other professionals, indicating the final estimates for costs for installation of roads, drainage facilities, water supply and wastewater treatment systems, landscaping and other improvements required by the County for approval, and for the reclamation of the site once the use is completed, including the removal of temporary structures, vehicles, and reclamation of the property pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

k. **APPLICATION AND REVIEW FEES**. To compensate the County for the cost of reviewing and processing applications for Land Use Change Permits, each applicant shall pay the required fee as shown in a schedule of fees issued by the Community Development Department, adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

2. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Director shall request to schedule a public hearing for the application on the ~~Board~~BOCC's next available agenda and within seven days of receiving the application and certifying it as complete, shall prepare a Department report that describes the proposed Project, the requirements of this section, and, as applicable, recommends any specific conditions to ensure compliance with this *Resolution*, and shall forward the report to the ~~Board~~BOCC.

3. **HEARING NOTICE.** Public notice that the ~~Board~~BOCC will conduct a public hearing to consider the Emergency Exception application shall be accomplished pursuant to Section 3-112: *Notice of Public Hearing*; minimum public notice, including publication, posting of property and mailing of notice to adjacent landowners shall be 15 days, and shall be required to be sent by overnight express mail by the applicant.

   a. **COST FOR PUBLIC HEARING NOTICE(S)**. The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

4. **~~BOARD~~BOCC HEARING**. The ~~Board~~BOCC hearing shall be conducted pursuant to Section 3-113: *Conduct of a Public Hearing*. The applicant shall present the application and explain the immediate need for emergency relief.

5. **~~BOARD~~BOCC DECISION.** Within seven days after the close of the public hearing, the ~~Board~~BOCC shall approve, approve with conditions or deny the application. The ~~Board~~BOCC shall be required to base its decision on findings that specifically address each Section 8-104: C: *Standards of Approval for Emergency Exception*, and shall, as applicable, include the following:

   a. **SURETY.** The ~~Board~~BOCC decision shall include a determination that surety pursuant to Section 16-117: B: *Financial Security* shall be provided by the applicant sufficient to reasonably reclaim the site to its original condition.

   b. **"PRE-ACTION" CONDITIONS.** Those conditions that shall be required to be completed before the Certificate of Approval is recorded, such as the completion of a Development Improvement Agreement and/or provision of surety.

c. **ADDITIONAL CONDITIONS.** Those conditions that are ongoing after the Certificate of Approval is recorded and which are related to operation of the approved land use, and or the reclamation of the property once the term of the Emergency Exception Permit has ended.

6. **DURATION OF APPROVAL.** An Emergency Exception shall expire six months after the date the ~~Board~~BOCC approves it.

   a. **EXTENSION OF EMERGENCY EXCEPTION.** The applicant may request extension of the Exception for good cause shown, including the time necessary to obtain a Land Use Change Permit for the permanent location of the land use. In no case, however, shall the Emergency Exception be permitted to continue more than two years beyond the date of the ~~Board~~BOCC's approval.

      1. **MAJOR IMPACT PROJECT.** If the Land Use Change Permit is classified as a Major Impact Project, pursuant to Section 3-111: *Classification of Impact*, the Project shall be required to have submitted a complete application for Sketch Plan in order for the Exception to be extended.

7. **RECORDATION OF CERTIFICATE.** Within five days following the submittal by the applicant of documentation showing compliance with any Pre-Action Conditions included in the ~~Board~~BOCC's approval of the Emergency Exception application, the Community Development Director shall record a *Certificate of Emergency Exception* in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific Project, the legal description of the subject property, the Findings of the Decision, any conditions of approval, and include the Community Development Director's signature line, and the date of approval.

8. **EXCEPTION REVOCABLE.** Failure of the applicant to comply with the Pre-Action Conditions and to submit and diligently pursue an application for a permanent Land Use Change Permit within 45 days of the ~~Board~~BOCC's approval of the Emergency Exception, or failure of the applicant to comply with all additional conditions of the approval shall cause the Emergency Exception to be revoked.

ARTICLE 9: SPECIAL USES

This Article governs land uses that have individualized standards in addition to the other standards of this *Resolution,* and identifies and establishes those standards. Unless otherwise exempted, all uses and structures referred to in this Article are also subject to all other generally applicable standards of this *Resolution*.

DIVISION 9-100: SECONDARY USES AND ACTIVITIES

SECTION 9-101: USES SECONDARY TO A PRIMARY RESIDENCE

A. GENERAL. Certain secondary uses are a use by right on any parcel where there is a legal, permitted primary residential use. They require no separate Land Use Change Permit. Any use that has received a Land Use Change Permit shall also be permitted to include those secondary uses, structures, and activities that are necessarily and customarily associated with, and incidental and subordinate to the primary residence.

B. SUBJECT TO SAME STANDARDS AND REQUIREMENTS. Unless otherwise exempted or required by this Section, secondary uses and activities shall comply with all standards and requirements that apply to the primary residence.

C. STRUCTURES AND USES ALLOWED AFTER A BUILDING PERMIT IS ISSUED FOR A PRIMARY RESIDENCE. The following secondary structures or uses do not require a separate Land Use Change Permit, but may be initiated only after a Building Permit is issued for the primary residence to which these uses are accessory. These shall not apply to the construction of barns or other agricultural buildings used in conjunction with an agricultural operation.

- **a. GARDENS AND GREENHOUSES, INCLUDING HOME OCCUPATIONS**. Private gardens and private greenhouses, including those that are home occupations, constructed and operated pursuant to Section 9-102: *Home Occupations*.
- **b. POOLS AND RECREATION FACILITIES**. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.
- **c. INTEGRATED SECONDARY RESIDENCE 1,200 SQ. FT. OR SMALLER ON A LEGAL LOT.** An integrated secondary residence 1.200 sq. ft. or smaller in a primary residence on a legal lot.
- **d. ONE HOME OCCUPATION**. One home occupation, pursuant to Section 9-102: *Home Occupations*.

D. SECONDARY STRUCTURES AND USES THAT REQUIRE A LAND USE CHANGE PERMIT. The following structures and uses that are secondary to a primary residence shall be reviewed pursuant to Section 5-105*: Administrative Review Project Review Process*.

1. SECONDARY STRUCTURES AND USES ~~CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS~~THAT DO NOT REQUIRE LAND USE CHANGE PERMITS. The following are ~~classified as Administrative Review Projects pursuant to~~reviewed pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits* ~~and Article 5: *Administrative Review Projects That Require Land Use Change Permits*~~:

- **a. ~~INTEGRATED SECONDARY RESIDENCE LARGER THAN 1,200 SQ. FT. ON A LEGAL LOT~~DUPLEX.** ~~An integrated secondary residence smaller than 1,200 sq. ft. on a legal lot~~ duplex as defined in Article 2: *Definitions*~~.~~.
- **b. DETACHED SECONDARY RESIDENCE ON A LEGAL LOT.** A detached secondary residence ~~on a legal lot~~.
- **c. SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING WITHOUT A KITCHEN.** A secondary structure that is to be used only for sleeping facilities, shall not include a kitchen and shall meet the requirements of Section 9-101: E: *Standards for Development of a Secondary Detached Residence or Secondary Structure Intended for Sleeping.*

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2. **SECONDARY STRUCTURES OR USES CLASSIFIED AS MINOR IMPACT PROJECTS.** A separate Land Use Change Permit is required before obtaining a Building Permit for any of the following structures, which shall be reviewed pursuant to Article 6: *Minor Impact Projects:*

   a. **MORE THAN ONE SECONDARY RESIDENCE ON ONE LEGAL LOT**. More than one secondary residence on one legal lot.

   b. **MAXIMUM BUILDING SIZE LARGER THAN 5,000 SQ. FT. AND AGGREGATE SQUARE FOOTAGE LARGER THAN 7,000 SQ. FT.**. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

   c. **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY RESIDENCE(S).** No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall equal or exceed 10,000 sq. ft. and the aggregate of all structure shall not equal or exceed 12,500 sq. ft. unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

   d. **AGGREGATE SQUARE FOOTAGE MORE THAN 12,500 SQ. FT. FOR MULTIPLE FAMILY RESIDENCE(S).** An aggregate of more than 12,500 sq. ft. of unless a land use change permit is approved pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

   ~~b. **TOTAL AGGREGATE 7,000 SQ. FT. OR LARGER.** An aggregate square footage of 7,000 sq. ft. or larger of all structures that may include a combination of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by this Section), attached and/or detached garages.~~

   ~~c. **TOTAL AGGREGATE RESIDENTIAL LIVING AREA AND ATTACHED GARAGE 5,000 SQ. FT. OR LARGER**. An aggregate square footage including residential living area 5,000 sq. ft. or larger (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by this Section and any attached garage). **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES**. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. unless~~

Commented [CP19]: Match with 13-105 language

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E. STANDARDS FOR DEVELOPMENT OF A DETACHED SECONDARY RESIDENCE OR SECONDARY STRUCTURE INTENDED FOR SLEEPING. A secondary detached residence or secondary structure intended for sleeping shall meet these standards:

1. **SECONDARY SMALLER THAN PRIMARY RESIDENCE.** The secondary residence or structure intended for sleeping shall be smaller than the primary residence, and the total floor area of the two buildings shall not exceed any floor area limitations applicable to the parcel pursuant to Section 13-105: *Building Sizes and Lot Coverages*.
2. **LOCATION.** The secondary residence or structure intended for sleeping shall be located in close proximity to the primary residence, so that it will not be more visually obtrusive and will not increase land use impacts, including the building of additional roads or upgrading existing roads, removing additional trees, or disturbing additional irrigated meadows or sensitive wildlife habitat.
3. **DESIGNATION OF BUILDING ENVELOPE.** A building envelope designated on the site plan in which all structures, wastewater treatment system(s) and well are to be located.
4. **ADEQUATE PARKING.** At least that number of parking spaces required for both the primary residence and the secondary residence or structure intended for sleeping shall be provided, pursuant to Section 13-110: *Off-Road Parking and Loading.*
5. **SHARED WATER SUPPLY AND WASTEWATER TREATMENT SYSTEM**. To the maximum extent feasible, the second residence or structure intended for sleeping shall be legally and physically served by the same water and wastewater treatment systems that serve the primary residence.
6. **COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS**. The second residence or structure intended for sleeping shall comply with deed restrictions and/or declarations of protective covenants applicable to the parcel.

F. STANDARDS FOR INTEGRATED SECONDARY RESIDENCE. An integrated secondary residence shall meet these standards:

1. **SUBORDINATE TO PRIMARY RESIDENCE.** It is subordinate by area, extent and purpose to the primary residence.
2. **LIMITED TO 1,200 SQ. FT.** The floor area of the integrated secondary residence shall be no larger than 1,200 sq. ft., and may be as small as allowed by the applicable building code, adopted and amended by Gunnison County.
3. **ADEQUATE PARKING**. There shall be parking adequate to serve both the primary and secondary residences, pursuant to Section 13-110: *Off- Road Parking and Loading*.
4. **ADEQUATE WATER SUPPLY AND WASTEWATER TREATMENT SYSTEM.** It shall be legally and physically served by the same water and wastewater treatment systems that serve the primary residence.
5. **STRUCTURALLY INTEGRATED.** It shall be structurally integrated within the primary residence, share common roof lines and utility systems~~, and there shall be an internal access between the primary residence and the secondary residence~~.
6. **COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS.** It shall comply with deed restrictions and/or declarations of protective covenants applicable to the parcel on which the primary residence is located.
7. **KITCHEN AND SEWAGE DISPOSAL FACILITIES**. It shall contain a full kitchen, and sanitation facilities.
8. **COMPLIES WITH APPLICABLE CODES**. It shall comply with the applicable building code, adopted and amended by Gunnison County, and the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.

SECTION 9-102: HOME OCCUPATIONS

A. APPLICABILITY. This Section shall apply to the operation of a home occupation on a parcel also occupied by a primary residence.

1. **ONE HOME OCCUPATION.** One home occupation may be operated as an accessory use to a primary residence, and requires no Land Use Change Permit, provided the use meets the standards of this Section.
2. **MORE THAN ONE HOME OCCUPATION**. More than one home occupation shall be classified and reviewed as an Administrative Review Project, pursuant to Article 5: *Administrative Review Projects That Require Land Use Change Permits*.

B. STANDARDS FOR OPERATING A HOME OCCUPATION: The following standards shall apply to the operation of a home occupation:

1. **HOME OCCUPATION IS SUBORDINATE**. The home occupation shall be incidental and secondary to the use of the property for residential purposes, and shall not change the residential character of the property.
2. **SIZE OF AREA LIMITED**. To ensure it remains subordinate, the size of the area used for the home occupation shall be limited to one-half of the floor area of the primary residence or 1,500 sq. ft., whichever is smaller.
3. **ACTIVITIES TO BE CONDUCTED INDOORS**. All activities associated with the home occupation shall be conducted indoors. These activities may be conducted within the residence, or may be conducted within another structure on the property, including a detached garage or a shed. There shall be no outside storage of goods, materials, or equipment associated with the home occupation.
4. **EMPLOYEES**. The home occupation shall be conducted entirely by the residents living on the premises, and by no more than the equivalent of one full-time employee who lives off-premises.
5. **CUSTOMERS**. The home occupation shall serve no more than 12 customers or clients on-site during a single day.
6. **ADEQUATE PARKING.** In addition to the parking required for the primary residence, there shall be provided one off-road parking space for any employee who lives off the premises, and one off-road parking space for customers or clients. As applicable, the use shall also comply with Section 13-110: *Off-Road Parking and Loading,* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.*
7. **TRUCKS OR VANS**. A truck or van having a payload rating of more than one and a-half tons may only be parked on-site if it is kept within a garage or other enclosed or semi-enclosed, permitted structure. Trucks or vans making deliveries to the home occupation shall be limited to a payload rating which shall not exceed the road and bridge weight capacities on applicable haulage routes.

8. **NUISANCE.** The home occupation shall not operate during such hours or in manner that will create a public or private nuisance or disturb neighbors. It shall not produce any offensive noise, vibrations, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat, or waste noticeable at or beyond the property line. All waste products generated by the home occupation shall be disposed of pursuant to all applicable federal, state and County regulations.
9. **SIGNS.** The only allowed exterior advertising shall be one sign identifying the home occupation, which shall not be larger than four sq. ft., and as applicable, shall otherwise comply with Section 13-109: *Signs*.
10. **OTHER REGULATIONS.** The structure in which the home occupation is located shall comply with all other applicable regulations and codes for the type of home occupation proposed.

SECTION 9-103: BED AND BREAKFAST

A. LAND USE CHANGE PERMIT REQUIRED. The operation of a bed and breakfast in a primary residence requires a Land Use Change Permit, and in addition to complying with all other applicable requirements of this *Resolution* shall comply with the requirements of this Section.

B. STANDARDS FOR OPENING AND OPERATING BED AND BREAKFAST. The following standards shall apply to operations of a bed and breakfast:

1. **MAINTAINING RESIDENTIAL APPEARANCE.** A structure used as a bed and breakfast shall not be altered in a way that changes its residential appearance or character.
2. **MAXIMUM NUMBER OF UNITS.** The bed and breakfast shall not contain more than five separate sleeping rooms available to be rented to guests.
3. **OWNER SHALL LIVE ON PREMISES**. The owner or on-site manager shall live on the premises when the bed and breakfast is in operation.
4. **RECEPTIONS AND MEALS NOT ALLOWED**. There shall not be receptions, private parties, or similar activities for compensation, and no meals shall be served to the general public, unless expressly approved as part of the Land Use Change Permit.
5. **LONG-TERM RENTAL OF GUEST ROOMS.** Long term rental of guest rooms shall not be permitted. The maximum length of any stay shall be 30 consecutive days. No cooking facilities, other than a microwave oven, shall be allowed in guest rooms.
6. **ON-SITE PARKING.** Parking spaces shall be provided pursuant to Section 13-110: *Off-Road Parking and Loading,* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.*
7. **COMPLY WITH OTHER REGULATIONS.** The bed and breakfast shall comply with all applicable regulations and codes, including those of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce County standards.

SECTION 9-104: MARIJUANA CULTIVATION, MANUFACTURING OR TESTING FACILITY.

A. GENERAL. The purpose of this Section to protect the health, safety, and welfare of the residents of Gunnison County by regulating marijuana cultivation, manufacturing and/or testing facilities in unincorporated Gunnison County.

B. NO INTENT TO PROMOTE. Gunnison County does not intend to encourage or promote the establishment of any business or operation, or the commitment of any act, that constitutes or may constitute a violation of state or federal law. As of the date of the enactment of these regulations, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution.

C. PROHIBITED USE. The following are prohibited in unincorporated Gunnison County.

1. **Retail Marijuana Store Prohibited**: Retail marijuana stores that sell marijuana shall be prohibited in unincorporated Gunnison County.
2. **Medical Marijuana Centers Prohibited**: Medical Marijuana Centers that sell marijuana shall be prohibited in unincorporated Gunnison County.

D. MARIJUANA MANUFACTURING AND TESTING FACILITIES ARE ALLOWED ONLY IN GOLD BASIN INDUSTRIAL PARK, RIVERLAND INDUSTRIAL PARK, SIGNAL PEAK INDUSTRIAL PARK, OR VISTA BUSINESS CENTER. Medical and Retail Manufacturing and Testing Facilities are only allowed in the Gold Basin Industrial Park, Riverland Industrial Park, Signal Peak Industrial Park, or Vista Business Center. Medical and Retail

Manufacturing and Testing Facilities shall not be located anywhere in Gunnison County other than the Gold Basin Industrial Park, Riverland Industrial Park, Signal Peak Industrial Park, or Vista Business Center.

E. LAND USE CHANGE PERMIT AND LICENSE REQUIRED. To lawfully engage in the business of cultivating, manufacturing, and/or testing marijuana in unincorporated Gunnison County, all persons must obtain a land use change permit, all applicable licenses, and in addition to being required to comply with all other applicable standards and requirements of this *Resolution*, shall comply with the standards identified in 9-104. H. *Additional Standards for Marijuana Cultivation, Manufacturing and/or Testing Facility*.

F. GOLD BASIN INDUSTRIAL PARK. A marijuana cultivation, manufacturing or testing facility is a permitted use in the Gold Basin Industrial Park and shall be reviewed pursuant to the *Gold Basin Industrial Park Special Area Regulations* and shall be in compliance with Section 9-104.H of the Land Use Resolution.

G. REQUIRE A LAND USE CHANGE PERMIT. The following uses require a land use change permit and shall be reviewed pursuant to Section 5-105*: Administrative Review Project Review Process and in all circumstances must comply with Section 9-104.H.*

1. MARIJUANA CULTIVATION, MANUFACTURING OR TESTING FACILITY CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS. The following are classified as Administrative Review Projects pursuant to Article 5: *Administrative Review Projects That Require Land Use Change Permits:*

a. MARIJUANA CULTIVATION, MANUFACTURING OR TESTING FACILITY. Marijuana, cultivation, manufacturing, or testing facility located within a permitted structure, in the Signal Peak Industrial Park. Riverland Industrial Park, or Vista Business Center.

b. EXPANSION OF MARIJUANA CULTIVATION, MANUFACTURING OR TESTING FACILITY. Expansion of a permitted marijuana cultivation, manufacturing or testing facility, where the total square footage of the expansion is less than 5,000 square feet.

2. MARIJUANA CULTIVATION, MANUFACTURING OR TESTING FACILITY CLASSIFIED AS MINOR IMPACT REVIEW PROJECTS. A Marijuana Facility which is not subject to an administrative review under 9-104 G.1 shall be reviewed pursuant to Section 6-106*:* Minor Impact Review Project Review Process. Marijuana Cultivation Facilities may be considered through a Minor Impact Review process in locations other than Signal Peak Industrial Park, Riverland Industrial Park, Gold Basin Industrial Park, or Vista Business Center. All Marijuana Cultivation, Manufacturing and Testing Facilities shall comply with Section 10-104. C2: Compatible With Existing Uses Established In Impact Area and 10-104.C3: No Significant Net Adverse Impact.

H. ADDITIONAL STANDARDS FOR MARIJUANA CULTIVATION, MANUFACTURING AND/OR TESTING FACILITY. The establishment or operation of a marijuana cultivation, manufacturing or testing facility is required to comply with the following:

1. LICENSE REQUIRED. An applicant shall obtain a state and local license pursuant to and in compliance with the *Gunnison County Licensing Regulations for Marijuana Cultivation, Manufacturing and Testing*.

2. NO RESIDENTIAL USE WITHIN THE STRUCTURE. Marijuana Facilities and residential facilities cannot be collocated in the same structure.

3. NO SIGNIFICANT DEGRADATION: A Marijuana Facility shall not cause significant degradation to either the natural or man-made environment of the site or the adjacent properties. The applicant shall demonstrate that there will not be a significant degradation or impact in the following areas:

a. **ODOR.** Noticeable odors shall not occur at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

b. **ADEQUATE WATER SUPPLY.** The applicant shall demonstrate that the premise is legally and physically served by a water supply pursuant to Section 12-105: *Water Supply* and.

c. **ADEQUATE WASTEWATER TREATMENT SYSTEM.** The applicant shall demonstrate compliance to State and County regulations for waste water treatment including Section 12-106: *Sewage Disposal/Wastewater Treatment.*

d. **ADEQUATE PARKING**. The applicant shall demonstrate that there will be adequate parking to serve the facility, pursuant to Section 13-110: *Off- Road Parking and Loading*.

e. **ADEQUATE PUBLIC INFRASTRUCTURE**: The applicant shall demonstrate that there is adequate road and utility infrastructure to support the use and its proposed operation.

f. **SECURITY:** The applicant shall demonstrate that there is adequate premises, product, personnel, and consumer security.

g. **FIRE SAFETY**. The applicant shall demonstrated that based on its proposed use and operation that there is not a significant fire or criminal safety risk created by the use.

h. **WASTE DISPOSAL.** The applicant shall demonstrate that waste can be securely and safely disposed

i. **ENVIRONMENTAL IMPACTS:** The applicant shall demonstrate that there are no significant environmental or human health impacts associated with the construction and operation of proposed facilities.

j. **VISUAL RESOURCES:** The applicant shall demonstrate that the proposed operation will not be identifiable as a marijuana facility and shall be designed so that it is architecturally compatible with the surrounding natural and built environment. The applicant shall demonstrate that the ambient lighting of a proposed facility does not impact adjacent uses.

4. **OPERATION CONDUCTED WITHIN BUILDING.** All activities associated with the operation of the facility must conducted within the building and not be visible from the exterior of the business.

5. **COMPLIANCE WITH STATE AND COUNTY REGULATIONS.** The facility must operate in compliance with County and State regulations related to marijuana facilities.

6. **COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS.** The facility shall comply with deed restrictions and/or declarations of protective covenants applicable to the parcel on which the facility is located.

7. **COMPLIES WITH APPLICABLE CODES**. The facility shall comply with the applicable building codes, adopted and amended by Gunnison County, State of Colorado Licensing requirements, and Colorado Department of Public Health & Environment codes, and the requirements of the applicable fire protection district.

DIVISION 9-200:
SPECIAL RESIDENTIAL USES

SECTION 9-201: INDIVIDUAL MANUFACTURED AND MOBILE HOMES

A. PURPOSES. The purposes of this Section are:

1. **TO REGULATE MANUFACTURED HOMES.** To regulate the permanent installation of manufactured homes on foundations for occupancy as single-family dwellings.

~~All such manufactured homes shall be designed and located to be compatible with neighboring conventionally-built residences. The specifications provided by this Section are designed to ensure the compatibility of manufactured homes with the aesthetic and architectural character of the surrounding neighborhood, in the same manner as that used by the County to approve other residential Building Permits.~~

Commented [CP22]: These are proposed for amendment to create a more equitable regulatory regime that does not add extra burden for manufactured homes.

2. **TO REGULATE INDIVIDUAL MOBILE HOMES.** To regulate the placement of individual mobile homes outside mobile home communities.

B. SUBDIVISIONS CREATED FOR MANUFACTURED AND MOBILE HOMES. Except as provided in this Section, a Land Use Change Permit application for subdivision of property to provide lots for manufactured and mobile homes shall be subject to all the requirements of this *Resolution* that regulate subdivision of property.

~~**C. NO SEPARATE LAND USE CHANGE PERMIT REQUIRED FOR COMPLIANT INDIVIDUAL MANUFACTURED AND MOBILE HOMES**. No separate Land Use Change Permit is required for a manufactured home or a mobile home placed on a legal lot subject to the following:~~

~~1. **COMPLIANCE WITH PROTECTIVE COVENANTS OR DEED RESTRICTION.** The applicable protective covenants or deed restrictions do not prohibit such use.~~

~~2. **ROOFING SHALL BE SIMILAR**. Roofing shall be similar in color, material and appearance to the roofing material commonly used on residences on adjacent parcels. The roof pitch shall be a minimum of a nominal 2/12; and~~

~~3. **EXTERIOR SIDING SHALL BE SIMILAR**. Exterior siding shall be similar in color, material and appearance to the exterior siding material commonly used on residences on adjacent parcels; and~~

~~4. **GARAGE OR CARPORT**. If a garage is constructed it shall be in materials and color similar to those of the attached residence where garages are predominant on adjacent parcels. A carport may be constructed if residences on adjacent parcels have carports, or there is a mixture of residences with and without garages or carport; and~~

~~5. **ALL CONVENTIONAL STANDARDS APPLY.** All building setbacks, parking, coverage, height, width and size requirements required of conventional homes by the applicable building code adopted and amended by Gunnison County, and by all applicable sections of this *Resolution*, shall apply to manufactured and mobile homes.~~

Commented [MH23]: Exclusionary and unnecessary limitation on attainable housing

D. INDIVIDUAL MANUFACTURED HOMES. Manufactured homes shall comply with all applicable requirements of this *Resolution*, and with the following:

1. **CERTIFICATION**. A manufactured home shall be certified pursuant to all requirements of the *National Manufactured Housing Construction and Safety Standards Act of 1974* (42 U.S.C. 5401 *et seq*: as amended).

~~2. **DESIGN.** At a minimum, a manufactured home shall:~~

~~a. **EXTERIOR MATERIALS AND ROOF PITCH.** Have an exterior of brick, wood or cosmetically equivalent siding and a pitched roof.~~

~~3~~2. **SITE PREPARATION, DELIVERY, AND INSTALLATION**. Before delivery to the site, the home shall meet, on an equivalent performance engineering basis, all public safety requirements of the applicable building code adopted and amended by Gunnison County, including snow load, wind shear and energy conservation factors. The home shall be installed:

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a. **IN COMPLIANCE WITH BUILDING AND SEWAGE DISPOSAL SYSTEM PERMIT REQUIREMENTS**. Each manufactured home shall obtain the required building and On-Site Wastewater Treatment System permits, as applicable, required by Gunnison County.

b. **IN COMPLIANCE WITH THE APPLICABLE BUILDING CODE ADOPTED AND AMENDED BY GUNNISON COUNTY.** In accordance with the requirements of the applicable building code adopted and amended by Gunnison County, if the home was manufactured pursuant to that code; or

c. **IN COMPLIANCE WITH COLORADO DIVISION OF HOUSING REQUIREMENTS**. In accordance with the manufactured housing installation standards set forth in Colorado Division of Housing *Rule 20* as it may be amended, if the home was manufactured to the HUD code; and

d. **PLACEMENT ON PERMANENT ENGINEERED FOUNDATION.** On a permanent engineered foundation certified by a qualified professional engineer licensed in the State of Colorado as structurally sound, permitted and approved by the Building Inspector, and constructed before delivery of the home to the site.

43. **ALL SYSTEMS COMPLETE**. Be complete, including sanitary, heating and electrical systems and be ready for occupancy when delivered to the site except for minor assembly.

E. **INDIVIDUAL MOBILE HOMES**. A mobile home may be permitted on a legal lot that is not in a mobile home community. It shall comply with all other applicable requirements of this *Resolution* and the following:

1. **PLACEMENT OFF PUBLIC RIGHTS-OF-WAY**. No mobile home shall be parked or permitted to remain on any public highway, road, alley or other such right-of-way for more than a 24-hour period. If so parked for less than a 24-hour period, it shall be parallel to the edge of the right-of-way, safely out of the flow of moving traffic.

2. **REQUIRED TO BE USED AS RESIDENCE**. No mobile home shall be parked on a parcel unless it is permitted to be used as a residence, pursuant to all applicable codes and regulations, and sections of this *Resolution*. All applicable permits, pursuant to Section 1-104: R: *Relationship of Land Use Change Permits to Other Permits*, shall be obtained before a mobile home is located on a parcel.

3. **MOBILE HOME OR TEMPORARY MOBILE HOME PERMIT**. The Community Development Department may issue either a Mobile Home Permit or a Temporary Mobile Home Permit:

   a. **MOBILE HOME PERMIT**. Mobile Home Permit to park, occupy and use a mobile home on a parcel not in a mobile home community.

   ba. **TEMPORARY MOBILE HOME PERMIT**. Temporary Mobile Home Permit for the temporary parking, occupation and use of a mobile home not in a mobile home community, if all applicable requirements of this *Resolution* and of the *Gunnison County On-Site Wastewater Treatment System Regulations* have been met. The Temporary Mobile Home Permit shall be issued for a period not to exceed 180 days, and may be renewed not more than once for no more than an additional 60 days, without approval by the BoardBOCC.

4. **APPLICATION FORM**. The Community Development Department shall provide the appropriate application form for either of the Permits that, at a minimum, shall include the following:

   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 stating the same information for the agent.

   b. **PROPERTY OWNER**. Name of the owner of the property; if other than the applicant, a notarized letter from the owner consenting to the application, must also be submitted.

   c. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property should be included.

   d. **PRESENT LAND USE.** Identify present land uses, locations, and sizes of existing and proposed structures that exist on the property.

5. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department will review the application, determine its compliance with the requirements of this Section and all other applicable requirements of this *Resolution*. If it is in compliance, the applicable Mobile Home Permit or Temporary Mobile Home Permit shall be granted.

   a. **HIGHER LEVEL OF REVIEW MAY BE REQUIRED IF LOCATED NEXT TO SUBDIVISION**. If a mobile home is proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a platted subdivision whose protective covenants either do not address, or do not allow, the location of mobile homes within the subdivision, the application for a Mobile Home Permit shall require a higher level of review, pursuant to Section 3-111: *Classification of Impact*.

Commented [CP24]: The Dept. requires a standard building permit for placement of a mobile home.

~~b. **SUBJECT TO SUBDIVISION PROTECTIVE COVENANTS**. No permit may be issued under this Section for placement of a mobile home on any lot within a platted subdivision unless there have been recorded in the office of the Clerk and Recorder of Gunnison County protective covenants relating to the subdivision that specifically permit the placement of mobile homes within the subdivision on other than a temporary basis. Any such protective covenants or amendments to protective covenants adopted after May 16, 1977, must have been approved by Gunnison County.~~

Commented [MH25]: Exclusionary toward mobile homes and unnecessary burden on attainable housing

F. STANDARDS FOR INSTALLATION OF A MOBILE HOME. Location of an individual mobile home shall comply with the following:

1. **PERIMETER ENCLOSURE**. The mobile home shall be enclosed continuously at the perimeter at ground level with material comparable in composition and appearance to the predominant materials used in foundations of residences on adjacent parcels.
2. **ADDITIONS SHALL MEET BUILDING CODE REQUIREMENTS.** Any additions, extensions, or enlargements will be allowed so long as they meet the requirements of the applicable building code, adopted and amended by Gunnison County, and proof of compliance to any applicable protective covenants has been submitted. If the mobile home is to be modified with a roof structure, the new supporting walls (stud walls) must be completely sided in. No open studs or posts will be allowed.

~~3. **MORE THAN ONE MOBILE HOME CONSTITUTES A COMMUNITY.** The placement of more than one mobile home on any parcel shall create a mobile home community, except as located according to Section 9-201: F.5: Agricultural Operations.~~

4. **NONCONFORMING MOBILE HOME.** Any parcel on which more than one mobile home was in existence before June 20, 1979 will not be considered a mobile home community and shall be allowed to remain as a nonconforming use. If a nonconforming mobile home is removed and replaced with a mobile home that complies with the current HUD code, the replacement shall not create a mobile home community. All applicable requirements of this *Resolution* shall apply.
5. **AGRICULTURAL OPERATIONS**. An agricultural operation may place no more than two mobile homes on the agricultural operation property, for use by family members or employees of the operation, subject to all other applicable requirements of this *Resolution*.
6. **SHALL NOT HAVE BEEN MANUFACTURED BEFORE 1976.** The mobile home shall not have been manufactured before June 15, 1976.
7. **HUD SEAL REQUIRED**. Any mobile home manufactured after June 15, 1976 shall be required to bear the HUD seal.
8. **GENERAL STRUCTURAL AND SNOWLOAD REQUIREMENTS**. If the mobile home is required to meet the applicable snowload requirements applied to structures throughout the County and does not have the manufacturer's certification or an independent certification by a qualified professional engineer licensed in the State of Colorado demonstrating that it meets that requirement, the home shall be modified with a roof structure, designed and constructed pursuant to the requirements of the applicable building code adopted and amended by Gunnison County.
    a. **NO OPEN STUDS OR POSTS.** If the mobile home is to be modified with a roof structure, the new supporting walls (stud walls) must be completely sided in. No open studs or posts will be allowed.
9. **PERMIT ISSUED TO OWNER**. Other than on agricultural operations or within a mobile home community the permit shall be issued only to the owner of the land on which the mobile home is to be placed.

SECTION 9-202: MOBILE HOME COMMUNITIES

A. PURPOSES. Mobile home communities offer an opportunity to live in a detached residence but often on a much smaller lot and at higher densities than more conventional single family neighborhoods. These communities are also unique in that residents usually own their home, but rent the space it occupies so they have only partial control over the quality of their living environment. Mobile home communities provide a source of lower cost housing in the County. For these reasons, mobile home communities are viewed as an important and unique land use that requires particular standards for design and development. This Section is intended:

1. **TO ESTABLISH MINIMUM STANDARDS FOR MOBILE HOME COMMUNITIES.** To establish minimum standards to regulate the design, construction and maintenance of mobile home communities, govern utilities and

other physical facilities and conditions, to make mobile home communities safe, sanitary and pleasant for human habitation, and to establish the responsibilities and duties of owners and operators of mobile home communities.

2. **TO PROMOTE HEALTH AND SAFETY**. To promote the health and safety of the mobile home community tenants.

3. **TO PROMOTE AMENITIES.** To provide for adequate open space, space for storage, landscaping and screening to serve the needs of the residents, and to create an aesthetic appearance when the community is viewed from off-site.

4. **TO PROMOTE A QUALITY LIVING ENVIRONMENT**. To create a high quality living environment in mobile home communities through encouraging varied layouts, layouts which reflect the natural terrain, and provision of landscaping and recreational facilities. Except as provided in this Section, mobile home communities shall also meet all other applicable development regulations and standards in this *Resolution*.

B. **COMPLIANCE WITH ADOPTED STATE REGULATIONS**. All mobile home communities shall comply with the standards of State of Colorado Regulations regulating mobile home communities and parks including Mobile Home Parks: 6 CCR 1010-12, as amended and the Mobile Home Park Act Dispute Resolution and Enforcement Program: 8 CCR 1302_15. Gunnison County has the right to enforce the standards of these regulations.

C. **LAND USE CHANGE PERMIT REQUIRED.** Except as otherwise allowed by Section 9-201: F.5.: *Agricultural Operation*s, when two or more mobile homes are to be located on a parcel, a Land Use Change Permit for a mobile home community shall be required.

D. GENERAL COMMUNITY DESIGN AND MAINTENANCE. Where sites are flat and with few distinguishing features, every effort shall be made to create curvilinear or clustered patterns of mobile home spaces rather than regimented rows. Interspersing open spaces is also encouraged.

1. **HUD-CERTIFIED HOMES ONLY.** Only HUD certified mobile homes may be installed in a mobile home community. The homes shall be supported according to the manufacturer's recommended method.

2. **DENSITY.** A mobile home community shall have a gross density of no more than ten mobile homes per acre, providing that the terrain, lot configuration, size of the community, and other factors permit such density and still permit compliance with all other applicable requirements of this *Resolution*.

3. **ADMINISTRATIVE OFFICE.** Within a mobile home community, one mobile home may be used as an administrative office related to the operations of the community.

4. **DRAINAGE FACILITIES.** Mobile home communities shall be designed, constructed and maintained pursuant to Section 13-116: *Grading and Erosion Control*, and Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff*, and shall be drained, graded and surfaced when necessary to facilitate drainage and prevent earth movement, and shall be free from depressions in which water collects and stagnates.

5. **WEED CONTROL**. Mobile home communities shall be maintained in a clean, sanitary condition. Grasses, weeds and other such vegetation not considered as part of any ornamental landscape, shall not exceed 12 inches in height, or be allowed to accumulate in a dry or dead condition so as to constitute a fire hazard. Design, construction and maintenance of the community shall comply with Section 13-115: *Reclamation and Noxious Weed Control.*

6. **EXTERIOR LIGHTING.** Mobile home communities shall include exterior lighting plans designed pursuant to Section 13-114: *Exterior Lighting*.

7. **ROAD SYSTEM.** Safe and convenient access shall be provided at all times for pedestrian and vehicular traffic and emergency vehicles at all times. Interior roadways shall be named and clearly identified, and shall be designed, constructed and maintained pursuant to Section 12-103: *Road System* and Section 12-104: *Public Trails,* and pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

8. **UTILITIES**. Each mobile home space shall be connected to central water supply and wastewater systems, and shall be provided with adequate hookups to water, wastewater treatment, electric power, and telephone and fuel supplies. All utility lines, including service lines, shall be underground.

   a. **ELECTRICITY.** An electrical outlet supplying at least 100 amp service and 110/220 volts shall be provided for each mobile home space. The installation shall comply with the requirements of the applicable municipality or rural electric association.

   b. **WATER SUPPLY.** All mobile homes shall be served by a central water supply system, designed, constructed and operated pursuant to the *Colorado Department of Public Health and Environment's Colorado Primary*

Drinking Water Regulations. The system shall comply with the requirements of Section 12-105: *Water Supply* and water shall be supplied to all mobile homes at a minimum pressure of 40 pounds per square inch.

c. **WASTEWATER TREATMENT.** Wastewater treatment shall be designed, constructed and operated pursuant to the Colorado Department of Public Health and Environment requirements, and pursuant to the requirements of Section 12-106: *Sewage Disposal/Wastewater Treatment*.

d. **UTILITY RISER:** Each mobile home space shall have provided a utility riser located and installed so as not to be damaged during placement of a mobile home, or by snow or ice.

9. **FIRE PROTECTION**. Fire protection shall comply with the requirements of Section 12-107: *Fire Protection*, including the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.

10. **DEVELOPER SHALL PROVIDE LANDSCAPING.** Landscaping for the mobile home community shall be designed, installed and maintained pursuant to Section 13-111: *Landscaping and Buffering*. The developer or operator shall be responsible for installation and maintenance of landscaping the community in accordance with the County-approved landscaping plan.

a. **ADDITIONAL SCREENING.** Additional landscaping may be required to provide screening and buffering and to soften the visual appearance of a mobile home community. Such requirements shall be established at the time of the Land Use Change Permit review, and shall be made a condition of approval.

11. **AVAILABILITY OF OWNER OR MANAGER.** The owner of the community shall be responsible for the supervision, operation and maintenance of the community. The owner or his authorized representative shall be available or on call at all times in event of an emergency.

12. **RECREATION AREA.** In complying with the requirements of Section 13-108: *Open Space and Recreation Areas* each mobile home community shall provide a central area that may or may not contain recreational equipment, but shall be available and maintained by the community owner/manager for the recreational use of community residents.

a. **EIGHT PERCENT OPEN AREA REQUIRED.** A minimum of eight percent of the gross mobile home community area shall be designated for this central area.

13. **OUTDOOR STORAGE AREA**. An outdoor storage area equal to 50 sq. ft. per mobile home space, surfaced with gravel, asphalt, concrete or similar material for boats, boat trailers, recreational vehicles, and horse trailers shall be provided. (The size of the required storage area may be increased or decreased upon recommendation by the Planning Commission and approval by the ~~Board~~BOCC, based on the actual number of spaces, and whether or not such storage uses are allowed by the community rules for operation.)

a. **DESIGN OF STORAGE AREA**. The storage area shall be graveled or paved, and shall be enclosed by an opaque wall or fence six feet in height. Where the wall or fence includes a gate, the gate shall be constructed of solid materials so as to be opaque.

14. **TRASH DISPOSAL**. The storage, collection and disposal of refuse shall be so conducted as to control odors, rodents, insects, accidents, fire hazards, air pollution or other nuisance conditions.

REQUIRED TRASH CONTAINERS. Refuse containers shall be provided at central screened areas no more than 200 feet from any mobile home space. At least two 30-gallon (8 cu. ft.) containers shall be provided for each mobile home space, or an equivalent storage capacity.

15. **RULES FOR COMMUNITY OPERATION**. Rules and regulations for operation of the community shall be submitted as part of the Preliminary Plan for a proposed mobile home community that is classified as a Major Impact Project, and as part of the submittal for final action for a mobile home community that is classified as a Minor Impact. A condition of approval of a Land Use Change for any mobile home community shall be that a copy of these rules shall be made available to each new resident and posted in a central area. Required rules shall address:

a. **DOMESTIC ANIMALS**. Language allowing a maximum number of domestic animals allowed per mobile home, and the requirement that they shall be confined on the mobile home lot by fencing, leashing or whatever other means is reasonable to ensure that pets stay on-site.

b. **STORAGE.** Requirement that outside storage is limited to individual storage units and/or the common storage area.

c. **PARKING**. Requirement that parking be limited to the areas allowed by approval of the Land Use Change Permit.

d. **SIZES OF HOMES**. Size limitations for mobile homes.

e. **ABILITY TO RENT OR SELL HOMES**. Limitations, if applicable, of mobile home owners to rent or sell mobile homes while they are on rented spaces within the community.

f. **UTILITIES PAYMENTS**. Description of assignment of responsibility for paying utilities.

g. **SPEED LIMITS**. Speed limit within the community.

h. **CENTRAL FACILITIES**. Use of central facilities, if any, by residents.

i. **SKIRTING**. Type of skirting required and the requirement that skirting be installed within 60 days of location of a mobile home on a lot.

j. **FENCING AND ACCESSORY STRUCTURES**. Construction of fencing and other accessory structures on mobile home lots.

k. **CONSTRUCTION OF ADDITIONS**. Requirement that all permanent or temporary additions (such as porches, carports), must be approved by park management and shall conform to Gunnison County regulations.

l. **MAINTENANCE RESPONSIBILITIES**. Requirement that tenants have the responsibility to maintain their mobile home space, and its landscaping.

m. **VISIBLE ADDRESSES**. Requirement that mobile home numbers must be easily visible from the street or road on which the home is located.

E. **INDIVIDUAL SPACE REQUIREMENTS**.

1. **MOBILE HOME PERMIT AND ELECTRICAL PERMITS REQUIRED**. Two permits are required to locate a mobile home within a mobile home community: a County Mobile Home Permit, and an electrical permit from the applicable municipality or rural electric provider. The Mobile Home Permit should be obtained by the person setting the home, or the homeowner.

2. **INDIVIDUAL SPACES REQUIRED**. A mobile home shall not be occupied as a residence in a mobile home community unless it is properly placed on a conforming mobile home space and connected to all utility services, including water, sewage, electrical and gas lines. Additionally, the following standards shall apply:

   a. **SEQUENTIAL NUMBERING OF SPACES REQUIRED.** Mobile home spaces shall be numbered clearly and sequentially.

   b. **VISIBLE ADDRESSES**. Each mobile home lot shall be clearly identified by a permanent marker in front of the mobile home, separate from the mobile home, readily discernible from the nearest road, displaying properly sequenced numbers or letters that give each lot a unique address within the community. The numbers used to identify each lot shall be at least four inches high and two inches wide.

3. **MINIMUM SPACE BETWEEN HOMES**. All mobile homes shall be parked in spaces so that there will be a minimum of 25 feet between mobile homes. Measurement shall be from the side wall of one mobile home to another, and not from the edges of accessory additions, provided that the minimum spacing between structures meets the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.

   a. **ZERO LOT LINE DEVELOPMENT**. Mobile home communities may be designed to balance a maximized use of the land while affording a modicum of privacy for residents, pursuant to Section 13-104: C: *Zero Lot Line Developments*, except that instead of providing a five-foot easement on each inside lot line for maintenance, language shall be included in the community rules that, as necessary, access for maintenance of an adjacent mobile home may occur from a tenant's lot.

   b. **END TO END MEASUREMENT**. Mobile homes parked end-to-end shall have an end-to-end clearance of not less than 15 feet. Enclosed additions to the mobile home structure shall be considered a part of the mobile home in measuring required yard distance and setbacks.

4. **MINIMUM SQUARE FOOTAGE OF LOT.** The minimum area of a mobile home space shall be 5,000 sq. ft., with a minimum depth of 100 feet. If the 15-foot setback and minimum separation of 25 feet can be met in a space of less than 5,000 sq. ft., the space size may be reduced to a minimum of 3,200 sq. ft..

5. **FOUNDATION AND ANCHORS**: Each mobile home space shall be improved to include an adequate foundation for the placement and anchoring of a mobile home, thereby securing the mobile home against uplift, sliding, rotation and overturning. Each space shall be provided with ground anchors and tie downs placed at least at each corner of the mobile home foundation, and able to sustain a minimum tensile strength of 2,800 pounds.
6. **AREA BELOW MOBILE HOME**. The space below each mobile home shall be kept clean and free from refuse. The space may be used for storage provided the ground is covered with an impervious material and the area is maintained to prevent harboring of rodents. No flammable materials shall be stored beneath a mobile home.
7. **OUTDOOR STORAGE OF FLAMMABLE MATERIALS**. No firewood, propane tanks or other such materials shall encroach into the distance required to be maintained between mobile homes to protect against fire hazards. Liquid propane tanks shall be stored in accordance with the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.
8. **ACCESSORY INDIVIDUAL STORAGE SHEDS.** An accessory storage shed may be constructed or erected in the rear yard, and may be required as a condition of a Land Use Change Permit for a mobile home community. It shall be no larger than 200 sq. ft., no closer than five feet from any adjoining property line, and are located pursuant to the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards. Individual storage buildings shall be designed to enhance the appearance of the mobile home and shall be constructed from durable materials.
9. **MAINTENANCE OF INDIVIDUAL SPACES.** Mobile home community residents shall be responsible for keeping their individual spaces free from debris and refuse, and shall keep landscaping trimmed, mowed and in a thriving condition.
10. **ALL MOBILE HOMES SHALL BE SKIRTED WITH A RIGID MATERIAL.** Such skirting must be in place within 60 days after the mobile home is set on the mobile home space. Skirting shall be provided with doors to permit convenient access to sewer, water and gas connections. Skirting material shall be weatherproof, fire-resistant and durable.

F. TAXING INFORMATION. The Gunnison County Assessor's Office annually will contact the community owner to request the following information; it is the responsibility of the community owner or operator to maintain this information and provide it to the Assessor's Office:

1. **NAME OF HOME OWNER.** The name and address of the owner of each mobile home within the mobile home community.
2. **DATA ABOUT EACH HOME.** The make, model, size and year of each mobile home.

DIVISION 9-300: COMMERCIAL AND INDUSTRIAL USES

SECTION 9-301: APPLICABILITY AND GENERAL STANDARDS

A. APPLICABILITY. Commercial and industrial developments, including buildings, shall be designed according to the same principles governing the design of residential developments, and shall be sited to complement the topography, avoiding environmentally sensitive areas to the maximum extent feasible. Factors including drainage, noise, and odor and surrounding land uses shall be considered in siting buildings; sufficient access shall be provided, and impacts mitigated. Unless specifically exempted by this *Resolution*, commercial and industrial uses are subject to all applicable requirements of this *Resolution*.

B. LAND USE CHANGE PERMIT REQUIRED. Unless otherwise exempted by this *Resolution*, commercial and industrial uses shall be required to obtain a Land Use Change Permit.

C. LOCATION. Location of commercial and industrial uses shall be directed pursuant to Section 10-104: *Locational Standards for Commercial, Industrial and Other Non-Residential Development.*

D. GENERAL STANDARDS. The following standards apply to commercial and industrial uses with the exception of mining and associated activities, that are regulated by Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials* and to home occupations, that are regulated by Section 9-102: *Home Occupations.*

1. **NON-RESIDENTIAL ACCESSORY USES.** Uses that shall be considered accessory to a non-residential use include an office to run the business, a cafeteria, and similar support areas.
2. **FOOD SERVICE REQUIREMENTS.** Food service activities, requiring a license or certificate of inspection pursuant to C.R.S. 12-44-201 through 12-44-213 and the production, storage and dispensing of ice shall be conducted pursuant with the physical and operational requirements of the edition of the *Rules and Regulations Governing the Sanitation of Food Service Establishments* in the State of Colorado in effect at the time the Land Use Change Permit application is submitted.
3. **ELECTRICAL DISTURBANCES.** No use or activity shall be permitted which creates electrical disturbances (electromagnetic radiation) that have a detrimental effect, including radio and television interference, on the operation of any equipment beyond the boundaries of the site. Electrical disturbances affecting operation of equipment beyond the boundaries of a site will require investigation and satisfactory resolution of the disturbance.
4. **FIRE AND EXPLOSIVE HAZARDS.** Materials or products which decompose by detonation shall be handled, sorted and utilized in accord with the *National Fire Protection Association* (NFPA) *Standards* and pursuant to standards and requirements of the applicable fire protection district. Design shall comply with the standards of Section 12-107: *Fire Protection.*
5. **GLARE AND HEAT.** Any commercial or industrial operation producing intense glare or heat shall be conducted within an enclosed building or with other effective screening in such a manner as to make glare or heat imperceptible from any point along the property line.
6. **EXTERIOR LIGHTING.** Whenever exterior lighting is installed in a commercial or industrial development, it shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare, and shall comply with the applicable standards of Section 13-114: *Exterior Lighting*.
7. **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.
8. **RADIOACTIVITY**. Releases and use of radioactive materials shall be as follows:
   a. **RELEASES.** Release of radioactivity shall be subject to state and federal regulations, and any other agency having jurisdiction over such releases. Where conflicts between regulations exist, the most restrictive requirements shall apply.
   b. **USE OF RADIOACTIVE MATERIALS**. Medical, dental and veterinary sources of radiation residues, including x-ray machines, gamma and neutron sources, and pharmaceutical isotopes which are used for diagnostic and therapeutic purposes, shall be permitted when located within a hospital, clinic, medical, dental or veterinary office, or medical research facility, whether mobile or fixed.

9. **VIBRATION**. No industrial or commercial use shall result in vibration perceptible to a person without instruments at any point along the property boundaries.

10. **NOISE.** Every use to which this Section applies shall be conducted so that any noise produced is not objectionable because of intermittence, beat 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 the following time periods and uses may be considered a public nuisance as listed in Table 2: *Maximum Permissible Noise Levels for Commercial and Industrial Uses*.

TABLE 2: MAXIMUM PERMISSIBLE NOISE LEVELS FOR COMMERCIAL AND INDUSTRIAL USES

IMPACTED PROPERTY	6 A.M. TO 7 P.M.	7 P.M. TO 6 A.M.
NATIONAL PARKS OR RECREATION AREAS, PUBLIC PARKS, CAMPGROUNDS ON FEDERAL LANDS, AND FEDERALLY, STATE OR LOCALLY-DEDICATED OPEN SPACE OR CONSERVATION AREAS	50 db(A)*	45 db(A)*
RESIDENTIAL	50 db(A*	40 db(A)*
COMMERCIAL	60 db(A)*	55 db(A)*
INDUSTRIAL	80 db(A)*	75 db(A)*
WILDERNESS AREAS	40 db(A)*	40 db(A)*
*db (A): Decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute		

E. DESIGN STANDARDS FOR LIGHT INDUSTRIAL USES. In addition to complying with Section 9-301: D.: *General Standards*, light industrial uses shall comply with all the following:

1. **MAXIMUM AGGREGATE BUILDING SIZE.** Maximum aggregate building size shall be no greater than 5,000 square feet, except that when an employee and/or owner residence is included, the maximum may increase to 6,500 square feet. Such employee or owner residence shall meet all these standards:

   a. **SUBORDINATE TO THE LIGHT INDUSTRIAL USE BUILDING.** It is subordinate by area, extent and purpose to the light industrial use building.

   b. **LIMITED TO A MAXIMUM OF TWO RESIDENCES WITH AN AGGREGATE SQUARE FOOTAGE OF 1,500 SQ. FT.** The aggregate square footage of the residences shall be no larger than 1,500 sq. ft., and may be as small as otherwise allowed by the applicable building code, adopted and amended by Gunnison County.

   c. **ADEQUATE PARKING**. There shall be parking adequate to serve both the light industrial use and the residence(s), pursuant to Section 13-110: *Off- Road Parking and Loading*.

   d. **ADEQUATE WATER SUPPLY AND WASTEWATER TREATMENT SYSTEM.** It shall be legally and physically served by the same water and wastewater treatment systems that serve the light industrial use.

   e. **STRUCTURALLY INTEGRATED.** It shall be structurally integrated within the building in which the light industrial use is located, share common roof lines and utility systems.

   f. **COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS.** It shall comply with deed restrictions and/or declarations of protective covenants applicable to the parcel on which the light industrial use is located.

   g. **KITCHEN AND SEWAGE DISPOSAL FACILITIES**. It shall contain a full kitchen, and sanitation facilities.

   h. **COMPLIES WITH APPLICABLE CODES**. It shall comply with the applicable building code, adopted and amended by Gunnison County, and the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.

2. **OPERATION CONTAINED WITHIN BUILDINGS.** The operation shall be wholly contained within buildings.

3. **OPERATION IMPACTS TO BE CONTAINED WITHIN PROPERTY BOUNDARIES**. The light industrial use shall not produce any offensive noise, vibration, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat or waste noticeable at, or beyond, the property boundaries of the parcel on which the light industrial use is located.

4. **TRAFFIC.** An individual light industrial use shall be allowed to generate no more than an average of ten additional trips per day, including those of employees, deliveries to and from the business, and customers. However, factors such as the character of the neighborhood, traffic generated by uses existing in the impact area at the time the

Land Use Change Permit application is submitted, and the road classification may be taken into consideration in setting a maximum allowed average trips per day.

5. **HOURS OF OPERATION.** Hours of operation may be restricted, depending upon the character of the neighborhood, including hours of operation of other business or light industrial uses existing in the impact area at the time the Land Use Change Permit application is submitted.
6. **LIMITATION ON RETAIL SALES**. Retail sales shall be incidental and subordinate to a permitted use.
7. **MITIGATION OF VISUAL IMPACTS**. Landscaping, architectural design features, or other screening may be required to minimize visual impacts from the access road and to adjacent land uses.
8. **PARKING SHALL BE INDOORS, OR SCREENED FOR LIGHT INDUSTRIAL USE VEHICLES**. Vehicles used as part of the light industrial use shall be parked inside buildings or within screened parking areas.
9. **EMPLOYEE AND CUSTOMER PARKING**. Parking for employees and customers shall meet the requirements of Section 13-110: *Off- Road Parking and Loading*.
10. **OUTSIDE STORAGE**. Outside storage is permitted, but shall be fully-screened from the access road and from neighborhood land uses.

SECTION 9-302: FARM OR RANCH STAND

A. NO LAND USE CHANGE PERMIT REQUIRED. One farm or ranch stand at which primarily raw agricultural products are sold may be erected as an accessory structure on the same property on which the product was grown or produced, or it is the only such stand on property on which the product was not grown or produced, and it is erected as a temporary use, pursuant to the requirements of Section 9-502: Temporary Structures.

B. ADEQUATE PARKING. An off-road parking area that is sufficient in size to accommodate the anticipated number of customers shall be provided.

C. TRAFFIC SAFETY. The sales area shall be adequately set back from the adjacent road and shall be so situated so that it does not block any required access to or exit from the site, does not disrupt vehicular or pedestrian circulation in the surrounding area, and does not cause a traffic hazard or safety problem.

D. SIGNS. Any identification signs used for the operation shall comply with Section 13-109: *Signs*.

SECTION 9-303: DUDE RANCHES AND RESORTS

In addition to complying with all other applicable standards and requirements of this *Resolution*, dude ranches and resorts shall meet the following:

A. ACCESS TO PUBLIC LAND. Where activities require use of public lands, the dude ranch or resort shall have the applicable Special Use Permit or its equivalent from the appropriate public lands agency, and shall abut these lands or have access to them by either:

1. **EASEMENT OR AGREEMENT**. A written access agreement or easement across any intervening private land; or
2. **PUBLIC ROAD**. A public road.

B. COOKING AND DINING FACILITIES. Full service cooking or dining facilities may be provided but shall not be required. Individual cabins may be served by kitchens in the cabins, or by a central dining hall.

C. LIMITATIONS ON OCCUPANCY. Lodging rooms or individual cabins shall not be used for long term rentals. Full-time residents shall be limited to the dude ranch or resort owner or manager and their family, employees, and family guests.

D. COMPLIANCE WITH BUILDING CODE AND APPLICABLE FIRE PROTECTION DISTRICT REQUIREMENTS. When an applicant requests a Land Use Change Permit for a dude ranch or resort, and the buildings proposed to be used were in existence as of the effective date of this *Resolution*, the building shall be inspected and shall comply with applicable requirements of the applicable building code, adopted and amended by Gunnison County, and the applicable fire protection district requirements as a condition of issuance of the Land Use Change Permit. All such uses, whether preexisting this *Resolution*, or approved as new Land Use Change Permits, shall comply with the standards of Section 12-107: *Fire Protection*.

E. COMPATIBILITY WITH NEIGHBORHOOD USES. Approval of a conditional Land Use Change Permit for a dude ranch or resort may include conditions as to the location, layout and operation of facilities necessary to ensure compatibility with and to mitigate adverse impacts on neighborhood properties.

SECTION 9-304: ADULT-ORIENTED USES

A. LAND USE CHANGE PERMIT REQUIRED. The establishment or operation of an adult-oriented use requires a Land Use Change Permit and in addition to being required to comply with all other applicable standards and requirements of this *Resolution*, shall comply with the following:

1. **LOCATION SHALL COMPLY AS COMMERCIAL USE.**. The location of any building proposed for an adult-oriented use shall comply with the standards of Section 10-104: *Locational Standards for Commercial, Industrial and other Non-Residential Development*.
2. **SUBSEQUENT ESTABLISHMENT OF OTHER USES**. An adult-oriented use legally operating pursuant to this Section and all other applicable standards of this *Resolution* shall not become illegal by the subsequent establishment of a residence, public park or playground, recreational facility, child care center, place of worship or assembly, or school within 1,000 feet of that adult-oriented use.
3. **SETBACKS FROM OTHER USES.** Adult-oriented uses shall not be established or operated within 1,000 feet of any of the following: a residence; a public park or playground; an outdoor or indoor recreational facility; a child care center; a place of worship or assembly; a public or private school; or another adult-oriented use.
    a. **SETBACK MEASUREMENT**. Measurements of setback distance shall be made from the nearest property line of the property from which spacing is required to the nearest portion of the building in which the adult use is to occur, using a straight line, without regard to intervening structures or objects.
4. **DISPLAYS.** Advertisements, displays, live displays or other promotional materials or showing or depicting sexual activities, or specified anatomical areas shall not be shown or exhibited so as to be visible or audible outside of the establishment. All building entries, windows, and doorways for adult-oriented uses shall be located, covered, or screened in such a manner as to prevent the interior of such the premises from being viewed from outside of the establishment.

SECTION 9-305: SEASONAL RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS

A. PURPOSE. The purpose of this Section is to provide regulations and minimum requirements for the protection of health and safety of occupants of commercial campgrounds and of the general public.

B. LAND USE CHANGE PERMIT REQUIRED. Construction, alteration, or expansion of a recreational vehicle park or campground requires a Land Use Change Permit, which shall be classified pursuant to Section 3-111: *Classification of Impact*. In addition to complying with all other applicable requirements of this *Resolution*, any such park or campground shall comply with the requirements of this Section.

C. GENERAL STANDARDS. In addition to the other applicable standards and requirements of this *Resolution*, recreational vehicle parks shall comply with the following:

1. **COMPLIANCE WITH COLORADO DEPARTMENT OF HEALTH STANDARDS.** Seasonal recreational vehicle parks shall comply with the requirements of the Colorado Department of Public Health and Environment's *Standards and Regulations for Campgrounds and Recreation Areas*, a copy of which is available in the Community Development Department.
2. **VEHICLES, TENTS, TENT TRAILERS, OTHER CAMPING SHELTERS ALLOWED**. All types of recreational vehicles as defined in this *Resolution*, and other camping shelters, may be located in a seasonal recreational vehicle park permitted by Gunnison County so long as each individual camping shelter is accommodated on its own site.
3. **SEASONAL OPERATION ONLY.** Recreational vehicle parks shall be designed and constructed for seasonal operation only, and shall not accommodate year around residency, except for permanent constructed primary residences or other similar residences intended to house the property owner or park caretaker.
4. **PROPERTY LINE SETBACKS**. Sites in a recreational vehicle park shall meet the following minimum setbacks from property lines (Table 3: *Recreational Vehicle Park Property Line Setbacks*):

TABLE 3: RECREATIONAL VEHICLE PARK PROPERTY LINE SETBACKS

DESCRIPTION	SETBACK
FROM THE PERIMETER OF THE RECREATIONAL VEHICLE PARK	75 feet
FROM EXISTING PRIMARY RESIDENCES, UNLESS THEY ARE SECONDARY USES WITHIN THE PARK	250 feet
FROM THE EDGE OF A PUBLIC ROAD RIGHT-OF-WAY	100 feet

5. **REFUSE DISPOSAL.** Animal-proofed refuse containers shall be supplied and maintained pursuant to recommendations by the Colorado Division of Wildlife.
6. **DISPOSAL OF WASTE.** Septage and other sewage or wastewater shall be disposed of only pursuant to a permit obtained in full compliance with the *Gunnison County On-Site Wastewater Treatment System Regulations*, and any other applicable County, state or federal standard or regulation. Compliance with those *Regulations* may require that a long-term On-Site Wastewater Treatment System be installed and maintained on the parcel.

D. PROHIBITED ACTIONS. The following shall be prohibited:

1. **LEAVING REFUSE.** Storage of refuse, debris or litter in an exposed or unsanitary condition.
2. **DUMPING OF POLLUTANTS NEAR WATER BODY**. Placing any substance that pollutes, or may pollute the water body within 150 feet of a stream, lake or other water body

DIVISION 9-400: EXPLORATION, EXTRACTION AND PROCESSING OF MINERALS AND CONSTRUCTION MATERIALS

SECTION 9-401: PURPOSE

The purpose of this Division is to establish reasonable and uniform limitations, safeguards and controls for exploration, extraction and processing of minerals and construction materials (referred to collectively as "mining operations") in the County that allow wise utilization of natural resources, eliminate or mitigate to the maximum extent feasible both on and off-site environmental and visual impacts, manages the extraction of mineral resources in a responsible manner while conserving other natural resources, ensure compatibility with surrounding land uses, protect the safety of the community, promote beneficial post-mining land uses, and protect the tax base of the County.

SECTION 9-402: APPLICABILITY

A. ALL OPERATIONS REQUIRED TO COMPLY WITH STANDARDS OF THIS *RESOLUTION*. Unless otherwise regulated by the County, the standards in this Division shall be used by the applicant and the County in designing, reviewing, evaluating, permitting, constructing, and conducting mining operations in the County, including Special Development Projects as defined in the *Gunnison County Special Development Projects Regulations*. Unless expressly exempted by Section 1-106: *Partially Exempted Land Use Changes*, all mining operations, including the extension or expansion of a permitted mining operation onto land outside the area permitted by the County, shall also comply with all other standards and requirements of this *Resolution*.

B. LAND USE CHANGE PERMITS REQUIRED. All applicants for exploration, mining operations or processing of construction materials shall obtain a permit for a Minor or Major Impact Project as provided in Article 6: *Minor Impact Projects* and Article 7: *Major Impact Projects* unless specifically exempted, or unless such activities are regulated pursuant to the *Gunnison County Special Development Projects Regulations*.

C. ACTIVITIES EXEMPTED FROM SUBMITTAL AND REVIEW REQUIREMENTS. The following mining operations shall be exempt from the submittal and review requirements of this Division but shall comply with all the other requirements of this Division and this *Resolution*:

1. **LIMITED CONSTRUCTION MATERIAL EXTRACTION**. Extraction of construction materials without any additional processing by a property owner of 300 cubic yards per year or less without any compensation for use on the owner's property or agricultural operation.
2. **MAPPING ACTIVITIES**. Mapping activities that do not require use of explosives, motor vehicles, or other surface disturbance.
3. **LIMITED MINERAL EXPLORATION**. Mineral exploration limited to non-motorized hand tools including picks and hammers with no new or improved access for motorized vehicles and less than five cubic yards of excavation or fill per site.
4. **LIMITED CONSTRUCTION MATERIALS EXPLORATION**. Construction materials exploration shall be limited to 25 cubic yards per exploratory hole, with a maximum of three holes open at the same time.

D. EXTENSION OR EXPANSION OF CURRENT UNDERGROUND MINERAL EXPLORATION REQUIRED TO FILE NOTICE OF ACTIVITY. The following is presumed not to require a Land Use Change Permit; however, a Notice of Activity shall be required to be submitted to the Community Development Department before the activity is initiated: Extension or expansion of underground mineral exploration existing as of the effective date of this *Resolution* that results in no surface transportation of materials, no surface disturbance, either visual or aural, or adverse subsurface or surface hydrological impacts. This includes underground drilling, excavation, or maintenance undertaken as part of an existing underground operation.

1. **ANNUAL FILING REQUIRED.** A Notice of Activity is required to be filed annually, for either a single, or multiple operations conducted by the same person.
2. **ONE NOTICE FOR MULTIPLE OPERATIONS**. When one person or entity wants to conduct activities that are described in Section 9-402: D: *Extension or Expansion of Current Underground Mineral Exploration Required to File Notice of Activity,* on more than one site, only one Notice of Activity shall be required to be filed for all those activities.

SECTION 9-403: PERMIT SUBMITTAL REQUIREMENTS FOR MINING OPERATIONS

A. APPLICATION FORM. The Community Development Department shall provide the appropriate application form based on the applicable initial impact classification of the Project. The applicant shall include within the submittal a description of the construction the applicant intends to complete within three years after the date the Land Use Change Permit receives approval.

B. DRMS AND OTHER AGENCY APPLICATION CONTENTS SHALL BE ACCEPTED. To the maximum extent feasible, information supplied by the applicant within an application submitted to the Colorado Division of Reclamation Mining and Safety (DRMS), and any other state or federal agency, shall be accepted by Gunnison County to meet submittal requirements required by this Section.

C. REVIEW BY GUNNISON COUNTY PUBLIC WORKS. A copy of the applicant's application to the Division of Minerals and Geology shall be submitted to the Gunnison County Public Works Department at the time of receipt of the Land Use Change Permit application. The Public Works Department shall have 21 days from the date of receipt to review and return comments to the Community Development Department.

D. NOTICE OF ACTIVITY. Operators of activities described in Section 9-402: D: *Extension or Expansion of Current Underground Mineral Exploration Required to File Notice of Activity* shall submit a completed Notice of Activity form to the Community Development Department a minimum of 15 days before any intended activity is initiated. When multiple operations are conducted by one person or entity, all information required by the Notice of Activity form shall be supplied for each separate site. The Community Development Department shall provide, and the operator shall complete the form, that, at a minimum, shall include the following:

1. **NAME AND ADDRESS.** Name and address of the property owner, and, if applicable, the name of the operator or other representative of the operation.
2. **SITE DESCRIPTION**. Legal description of the site on which the activity will occur.
3. **INTENDED ACTIVITIES**. Identify the underground drilling, excavation, or maintenance to be undertaken as part of the existing underground operation.
4. **DURATION OF ACTIVITIES**. Define the length of time during which the activities will occur.
5. **VICINITY MAP**. **VICINITY MAP**. A vicinity map, which at a minimum includes the following (as illustrated in Appendix Figure 2: *Vicinity Map Example*):
    a. **PROPERTY LOCATION AND NEARBY PARCEL SIZES AND LAND USES**. Location of the property on a United States Geological Survey quadrangle map with the location highlighted so that it is easy to see, and that clearly shows sizes of parcels and land uses within a half-mile of the proposed Project.
    b. **TOPOGRAPHIC FEATURES**. Streams, lakes, ponds, wetlands, contour lines and elevations.
    c. **ROADS**. All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that traverse and/or provide access to this proposed Project.
    d. **EASEMENTS.** Easements recorded or historically used that provide access to or across, or other use of, the property.
    e. **BOUNDARIES OF DISTRICTS, MUNICIPALITIES OR SUBDIVISIONS**. Locations of special district boundaries, municipalities or residential subdivisions within a half mile of the property.
    f. **PROXIMITY OF MINING OR PROCESSING ACTIVITY**. Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.
6. **PERSONNEL.** The estimated number of employees who will perform the work.
7. **DISTURBANCE**. The amount of surface and underground disturbance likely to occur.
8. **EQUIPMENT**. Equipment to be used in the operation. .

E. INFORMATION SUBMITTALS FOR MINOR AND MAJOR IMPACT PROJECTS. An applicant for a Minor or Major Impact Project that involves extraction of minerals or construction materials shall at a minimum submit a copy of the application submitted to the DRMS, the items specified in Section 3-107: *General Application Requirements,* and the following, if not included in the application submitted to the DRMS:

1. **IDENTIFICATION OF MINERAL OR CONSTRUCTION MATERIAL.** Identification of the mineral or construction material proposed to be extracted, including estimated amount, depth and boundaries of mineral deposit, estimated amount of overburden, and estimated amount of proposed surface and subsurface disturbance.
2. **MINING OPERATIONS PLAN.** A detailed description of the method of operation of extraction, restoration and rehabilitation to be employed, including any proposed uses including rock crusher, asphalt plant or cement batch plant. An extraction plan showing the areas to be mined, maximum height and location(s) of stockpile area(s), locations of structures, general location of processing equipment, location of any rock crusher, asphalt plant or cement batch plant, time schedules, fencing if applicable, general depth of deposit, general tons in the deposit, length of operation, proposed phases of activity and operation, power supply, location and size of tailings ponds, hazardous materials, potential pollutants or contaminates, and other pertinent factors.
3. **RESTORATION AND RECLAMATION PLAN**. A detailed reclamation plan showing proposed reclamation with time schedules including finish contours, grading, sloping, types, placement, and amount of vegetation, after use plans, and any other proposed factors. The plan shall include a copy of each relevant applicable section submitted to the DRMS, and shall be designed pursuant to Section 13-115: *Reclamation and Noxious Weed Control.* Approval of the Land Use Change Permit shall be conditioned on subsequent submittal of a copy of the approved DRMS Reclamation Permit to the County. The County may, at its discretion require additional information on reclamation plans.
4. **TOPOGRAPHY.** Topography of the area with contour lines of sufficient detail and at a scale that shows all elements of the land use change, and to portray the direction and rate of slope of the land included in the Project. The map shall include a map scale, appropriate legend, map title, and a north arrow, the date and the name of the person who drafted the map.
5. **VEGETATION.** Type, character, and density of existing and proposed vegetation, and identification of how the existing vegetation will be impacted, restored and rehabilitated.
6. **ESTIMATED COSTS.** The operator's estimated cost at each of the following segments of the rehabilitation process, including where applicable, backfilling, grading, re-establishing topsoil, planting, revegetation management, and protection before vegetation establishment and administrative cost.
7. **STORM WATER MANAGEMENT PLAN.** A copy of the application's Storm Water Management Plan submitted to the Colorado Department of Public Health and Environment shall be submitted.
8. **EMISSION CONTROL PLAN**. If required by the Colorado Department of Public Health and Environment, an emission control plan proposed to be submitted to, or approved by the Colorado Department of Public Health and Environment. Approval of the Land Use Change Permit shall be conditioned upon subsequent submittal of a copy of the plan to the Count as approved by the CDPHE.
9. **DUST CONTROL PLAN**. A dust control plan.
10. **ACCESS AND TRANSPORTATION PLAN**. An access and transportation plan that shall address the following:
    a. **IDENTIFICATION OF PROPOSED HAUL ROUTE(S).** Traffic analysis that identifies traffic impacts of the proposal, including the numbers of trips per day to be generated by employees during construction, operation and restoration/reclamation; road and safety conditions in the pit area, in the vicinity of the pit area, and the haul route (if any). This shall include ingress/egress, parking and loading areas, on site circulation, estimate of number of trucks per day on the average and maximum number of trucks per day (ranges are acceptable).
    b. **ALTERNATIVE TRANSPORTATION MODES.** All applications for mining operations other than construction materials processing that are classified as Major Impact Projects shall include an assessment of the feasibility of alternative modes of transportation for employees and hauling of materials to and from the extraction and processing sites, including rail transportation, conveyor belts, buses, and vans.
    c. **EMPLOYEE TRANSPORTATION.** When a Project is classified as a Major Impact, and when the County determines that, due to road capacity and/or increases in traffic hazards, the traffic generated by the operation will adversely affect public infrastructure and current levels of services the operation may be required to provide and use pool transportation plans for employee shuttles to and from the mining operation to residential areas and designated pick-up points.
    d. **TRAFFIC STUDY.** A traffic study conducted pursuant to the applicable requirements of Section 12-103: *Road System* and that includes current data and an assessment of existing road capacity and levels of service, road condition before and after the operation has been approved, and cumulative effects of existing traffic and traffic generated by the mining operation. Improvements necessitated by, and directly attributable to the mining operation including paving, lane widening, entry lanes, acceleration/deceleration lanes, runaway truck

ramps, passing lanes, and special stop or crossing areas at high-risk locations shall be itemized and proposed mitigation addressed in one or more of the following ways:

1. **IMPROVEMENTS COMPLETED BY APPLICANT**. The applicant shall first have the option to provide the personnel, materials, equipment and identified period in which to construct the improvements, subject to approval by the County.
2. **IMPROVEMENTS ENSURED BY DEVELOPMENT IMPROVEMENT AGREEMENT.** The applicant shall provide collateral sufficient to ensure construction of improvements, pursuant to a Development Improvements Agreement whether the applicant intends to complete the improvements, or contract the work out.
3. **IMPACT FEES FOR DETERIORATION CAUSED BY MINING OPERATIONS.** If the mining operation will significantly deteriorate existing roads, impact fees sufficient to compensate for the eventual cost of mitigating the deterioration shall be paid by the applicant before development is initiated, unless a payment schedule is approved by the County.

11. **HOURS OF OPERATION.** Proposed operation schedule, including the range of hours, days and months during which the Project will operate, and likely or temporary closures.
12. **ENVIRONMENTAL IMPACT MITIGATIONS.** Mitigation, including avoidance, of noise, dust, air quality impairment, odor, and vibration, including siting, buffering and processing.
13. **IMPACTS TO WATER QUALITY.** The application shall include identification of potential impacts of the operation to on-site and off-site water quality, and proposed avoidance and mitigation measures; at a minimum, the application shall comply with the requirements of Section 11-107: *Protection of Water Quality.* The applicant shall provide sufficient water quality data before a Project is initiated, including a copy of water quality data submitted to the Division of Minerals and Geology. As required during and after operation, the applicant periodically and at least during spring snowmelts, shall provide data to ensure that such standards are being met.
14. **FIRE PROTECTION PLAN**. The applicant shall submit a fire protection plan designed pursuant to Section 12-107: *Fire Protection* that shall be reviewed and approved by the County in consultation with the applicable fire protection district. Fire protection plans shall include documentation of types of construction for all structures on the site and full disclosure of all types of chemicals to be used or stored on site, their locations, and information regarding safe exposure levels, fire risks, and treatment and suppression techniques.
15. **CULTURAL SURVEY.** A cultural, historical and archeological survey of the site prepared by a qualified professional. Upon receipt, the survey shall be submitted by the Community Development Department to the State Historic Preservation Officer and the Gunnison County Historic Preservation Committee for comments and recommendations.
16. **VISUAL IMPACT ASSESSMENT.** A written visual impact assessment that considers the impact of the proposed operation on scenic qualities of the site and on significant visual resources. Inventories of existing natural features and the impacts of the proposed land use change on them, the assessment shall include information required by Section 11-108: *No Development on* If significant impacts are reasonably likely to result from the operation, proposed mitigation measures shall be included in the assessment.
17. **BLASTING LICENSE**. Before blasting, a copy of a current blasting explosive license as filed with the Gunnison County Sheriff's Office or other applicable agency and issued to the applicant or to the contractor who will be conducting blasting activity shall be submitted to the County.
    a. **ESTIMATED SCHEDULE BLASTING TIMES.** A schedule for blasting above ground, near population centers, shall be provided a minimum of 10 days before the blasting is to occur.
18. **WATER SUPPLY.** Proposed water supply, including identification of water rights and impacts on water quality and quantity. An analysis of any hydrologic connection that shall identify any hydrologic connection between the proposed mining activity and wells or water bodies, and, as applicable, proposed impacts and avoidance or mitigations of impacts. A copy of a plan of water augmentation or other plans or permits required of the operation by any state or federal agency shall be included; if none is required by any such agency, none shall be required by the County.
19. **FUTURE LAND USES**. The application shall include a written summary of proposed future land uses of the site after completion of the mining operations.

SECTION 9-404: SITE LOCATION AND SETBACKS FOR MINING OPERATIONS

A. SUPERSEDES LOCATIONAL STANDARDS. This Section shall supersede the requirements of the locational standards of Section 10-104: *Locational Standards for Commercial, Industrial and Other Non-Residential Development.*

B. COMPATIBILITY. To the maximum extent feasible, mining operations shall be located and conducted in such a manner as to be compatible with existing surrounding land uses and shall not unduly interfere with other economic development efforts in the County. Mining operations shall not cause a significant net adverse impact upon existing developed dedicated conservation easement or other areas identified for residential, commercial, institutional, or industrial development by either the County or its constituent municipalities.

C. USE OF BEST MANAGEMENT PRACTICES. To the maximum extent feasible, mining operations shall be designed, constructed, operated, maintained and reclaimed using best management practices, pursuant to Section 11-102: *Voluntary Best Management Practices.*

1. NO INTERFERENCE WITH LATERAL SUPPORT. There shall be no interference with lateral support on adjacent property, regardless of the setback required.

D. SETBACKS. Other than in industrial parks that existed as of the effective date of this *Resolution*, construction materials processing and other mining operations as defined within this *Resolution,* at a minimum, shall meet the following standards:

1. **SETBACKS FOR CONSTRUCTION MATERIALS PROCESSING OPERATIONS**. Mining operations that are construction materials processing operations shall comply with the following setback requirements, as summarized in Table 4: *Setbacks for Construction Materials Operations.*

a. CENTERLINE OF PUBLIC ROAD. Unless all of the conditions of Section 9-404: D. 1. b: *Standards for Temporary Gravel Operations for a Specific Road Project*, are met, all components of a construction materials processing operation, except cuts and fills, office buildings, scales and screening shall be located no closer than 500 feet of the centerline of a public road, unless visual screening of natural vegetation is placed to block visual impacts to those using the adjacent road, in which case the setback may be as little as 50 feet from the edge of the right-of- way.

b. STANDARDS FOR TEMPORARY GRAVEL OPERATIONS FOR A SPECIFIC ROAD PROJECT. The boundary of gravel extraction or processing may be located as close as 65 feet of the centerline of a public road other than federal or state highways or within 65 feet of the edge of the right-of-way of a federal or state highway, if all four of the following requirements are satisfied; cuts and fills may occur as needed within the road improvement Project.

1. PROJECT ADJACENT TO IMPROVEMENT PROJECT. The Project phase for which the construction materials are to be extracted and processed is to improve the road to which it is adjacent and it is within the Project boundary; Gunnison County can use the site if another source of materials is not reasonably available; and

2. TEMPORARY. The extraction, processing and reclamation will be active only for the length of a specific Project or Project phase, but no longer than one year, and reclamation activities will take no longer than one year and eight months, if delays are caused by weather; and

3. WRITTEN AGREEMENT WITH ROAD JURISDICTION. There is written agreement between the applicant and the agency that holds jurisdiction of the road that the location is satisfactory to that agency.

4. LANDSCAPING. Compliance with Section 13-111: *Landscaping and Buffering*.

c. NO STORAGE WITHIN SETBACKS. In no case shall machinery, over burden or extracted material be stored within 140 feet of the centerline of the public road, except for roadside crushing purposes.

d. WATER BODY. Construction materials processing operations shall set back at least 100 feet from any water body. No construction materials processing shall take place in the bed of any water body.

TABLE 4: SETBACKS FOR CONSTRUCTION MATERIALS OPERATIONS

	GENERAL CONSTRUCTION MATERIALS PROCESSING OPERATIONS	TEMPORARY GRAVEL OPERATION FOR PUBLIC ROAD PROJECT
PUBLIC ROADS	500 feet from centerline, unless visual screening blocks impacts, then may be reduced to 50 feet from edge of right-of-way. No storage of equipment or materials within 140 feet of centerline.	65 feet of centerline of roads that are not federal or state highways
NATURAL WATER BODY	100 feet; no activity within bed of water body	100 feet; no activity within bed of water body
FEDERALLY-DESIGNATED WILDERNESS, PARKS OR RECREATION AREAS, OR FEDERAL CAMPGROUND	1,000 feet	1,000 feet
DEDICATED OPEN SPACE OR PUBLIC PARK	1,000 feet	1,000 feet
RESIDENTIAL STRUCTURES	125 feet or less if property owner consents to smaller setback; no asphalt/batch plant or crusher shall be located closer than 250 feet.	125 feet or less if property owner consents to smaller setback; no asphalt/batch plant, or crusher shall be located closer than 250 feet.
PUBLIC AND CIVIC BUILDINGS	1,000 feet, unless materials are to be used on-site	1,000 feet, unless materials are to be used on-site
PUBLIC CEMETERY	125 feet	300 feet
ADJACENT PROPERTY, RIGHT-OF- WAY OR IRRIGATION DITCH	30 feet	30 feet
SENSITIVE WILDLIFE HABITAT	As required by Section 11-106: *Protection of Wildlife Habitat Areas*	As required by Section 11-206: *Protection of Wildlife Habitat Areas*

e. **FEDERALLY DESIGNATED WILDERNESS AREAS, NATIONAL PARKS OR RECREATION AREAS, PUBLIC PARKS, FEDERAL LANDS CAMPGROUNDS** Construction materials processing operations shall be set back at least 1,000 feet from any federally designated wilderness area, national park or recreation area, public park, or from any campground located on federal lands to ensure that there is no significant net adverse effect to the purposes for which the designation was made. These setbacks shall not apply when the materials are to be used only on-site, and the impacted owner consents to the application by notarized written form.

f. **DEDICATED OPEN SPACE OR CONSERVATION EASEMENTS**. Construction materials processing operations shall be set back a sufficient distance from a permanently dedicated open space or conservation easement to assure that there is no significant net adverse effect to the purposes for which the open space or conservation easements were dedicated. However, these setbacks shall not apply if the materials are to be used only on-site, and the owner of the dedicated open space consents to the application by notarized written form.

g. **RESIDENTIAL STRUCTURES**. Construction materials processing operations shall be set back at least 125 feet of an existing residential structure, legally permitted at the time the processing application is filed, unless the notarized written consent of the owners of the residence has been obtained in advance of submittal of the application for a Land Use Change Permit, the consent is recorded in the Office of the Gunnison County Clerk and Recorder, and is binding upon future owners.

   1. **CRUSHER, ASPHALT/BATCH PLANT FURTHER LIMITED**. No crusher, asphalt or batch plant shall be located within 250 feet of a residential structure.

h. PUBLIC AND CIVIC BUILDINGS. Construction materials operations shall be set back at least 1,000 feet of any public or civic building, including churches, schools, and community structures, unless the materials are to be used on-site.

i. CEMETERY. Construction materials processing operations shall be set back at least 300 feet of the property boundary of a public cemetery.

j. SENSITIVE WILDLIFE HABITAT. Construction materials processing operations shall be located pursuant to the setback requirements of Section 11-106: *Protection of Wildlife Habitat Areas*.

k. ADJACENT PROPERTY, IRRIGATION DITCH OR ROAD RIGHT OF WAY. No construction materials processing shall be permitted within 30 feet of the boundary of adjacent property, irrigation ditch or right of way.

2. SETBACKS FOR MINING OPERATIONS OTHER THAN CONSTRUCTION MATERIALS PROCESSING. The mining operations that are not construction materials operations shall comply with the following setback requirements Table 5: *Setbacks for Mining That Is Not a Construction Materials Processing Operation.*

TABLE 5: SETBACKS FOR MINING THAT IS NOT A CONSTRUCTION MATERIALS PROCESSING OPERATION

LAND USE	SETBACK
PUBLIC ROADS	500 feet of centerline, except for transport of minerals
NATURAL WATER BODY	500 feet; no activity within the water body bed
FEDERALLY-DESIGNATED WILDERNESS, PARKS OR RECREATION AREAS	1,000 feet, unless materials are used onsite, or property owner consents
DEDICATED OPEN SPACE OR PUBLIC PARK	1,000 feet
RESIDENTIAL STRUCTURES	500 feet of residential structure legally permitted when mining application filed, or with consent of residence owner
PUBLIC AND CIVIC BUILDINGS	1,000 feet
PUBLIC CEMETERY	30 feet
ADJACENT PROPERTY, RIGHT-OF-WAY OR IRRIGATION DITCH	30 feet
SENSITIVE WILDLIFE HABITAT	As required by Section 11-106: *Protection of Wildlife Habitat Areas*

a. PUBLIC ROADS. Mining operations shall be conducted no closer than 500 feet of the centerline of a public road, except that the motorized transportation of minerals may occur within that setback. Any Project that is classified as a Special Development Project as defined in the *Gunnison County Special Development Projects Regulations* may be subject to either more, or less restrictive requirements, based upon the impacts of the proposed land use.

b. WATER BODY. Mining operations shall be conducted no closer than 500 feet of any water body. No mining operation shall take place in the bed of any water body.

1. WAIVER ALLOWED. A waiver from this setback may be recommended by the recommending body and approved by the decision-making body as part of the overall Land Use Change Permit review process, requiring no separate submittal of an application or form, and no separate review process. The process for requesting and granting a waiver shall include:

a. SUBMITTAL OF A LETTER OF REQUEST. The applicant may submit a letter requesting the waiver from this Section, stating the reason for the request, and factual documentation that supports a position that approval of the waiver will not result in degradation of water quality of the water body present at the time of submittal of the Land Use Change Permit application.

b. DETERMINATION OF APPROPRIATENESS BY THE RECOMMENDING BODY. The recommending body shall consider the request, and based on a finding that the submitted documentation is adequate to support the request, recommend denial or approval of the request. Approval of the waiver shall include the following conditions:

1. **BEST MANAGEMENT PRACTICES UTILIZED.** Best management practices as described in Section 11-102: *Voluntary Best Management Practices* shall be incorporated into the plan for location and operation of the mining operation in the location allowed by the waiver.
2. **MONITORING PLAN REQUIRED.** A monitoring plan, utilizing wells, instream devices, or other standard measuring devices acceptable to the Colorado Department of Public Health and Environment or the U.S. Geological Survey, shall be submitted to the County as part of the Final Plan for the operation. Guarantee of its use, and provision of related measures to insure immediate cessation of the operation upon indication of degradation, and for reclamation of the water body, shall be included within the Development Improvement Agreement for the Project.
3. **NO DEGRADATION OF EXISTING WATER QUALITY**. Language shall be included within the approval of a Final Plan that indication of degradation of the quality of water within the affected water body(ies) shall result in revocation or suspension of the permit, pursuant to Article 16: *Enforcement*.

c. FEDERALLY DESIGNATED WILDERNESS AREAS, NATIONAL PARKS OR RECREATION AREAS, PUBLIC PARKS, FEDERAL LANDS CAMPGROUNDS. Mining operations shall be set back at least 1,000 feet from any federally designated wilderness area, national recreation area, national park, public park, or from any campground located on federal lands, to ensure that there is no significant net adverse effect to the purposes for which the dedication was made. These setbacks shall not apply when the materials are to be used only on-site, and the impacted owner consents to the application by notarized written form.

d. FEDERALLY, STATE, OR LOCALLY DEDICATED OPEN SPACE OR CONSERVATION AREAS. Mining operations shall be set back a sufficient distance from a permanently dedicated federal, state, or local open space or conservation area to assure that there is no significant net adverse effect to the purposes for which the open space was dedicated. However, these setbacks shall not apply if the materials are to be used on-site only, and the owner of the dedicated open space consents by notarized written form to the application.

e. RESIDENTIAL STRUCTURES. Mining operations shall be conducted no closer than 500 feet of a residential structure, legally permitted at the time the application is filed, unless the recorded consent of the owner of the residential structure has been obtained in advance of submittal of the application for a Land Use Change Permit, and the consent is recorded in the Office of the Gunnison County Clerk and Recorder after final approval, and is binding upon future owners.

f. PUBLIC AND CIVIC BUILDINGS. No closer than 1,000 feet of any public or civic building including churches, schools, and community buildings.

g. CEMETERY. No closer than 300 feet of any public cemetery.

h. ADJACENT PROPERTY, IRRIGATION DITCH OR ROAD RIGHT OF WAY. No excavation, deposit of overburden, or stockpiling or other mining operations shall be permitted within 100 feet of the boundary of adjacent property, irrigation ditch or right of way. If natural vegetative screening is provided, the setback shall be 30 feet.

3. **WAIVER TO REDUCE SETBACK REQUIREMENTS**. A waiver from this setback may be recommended by the recommending body and approved by the decision-making body as part of the overall Land Use Change Permit review process, requiring no separate submittal of an application or form, and no separate review process. The process for requesting and granting a waiver shall include:

a. SUBMITTAL OF A LETTER OF REQUEST. The applicant may submit a letter requesting the waiver from this Section, stating the reason for the request, and factual documentation that supports a position that approval of the waiver will not result in degradation of water quality of the water body present at the time of submittal of the Land Use Change Permit application.

b. DETERMINATION OF APPROPRIATENESS BY THE RECOMMENDING BODY. The recommending body shall consider the request, and based on a finding that the submitted documentation is adequate to support the request, shall recommend denial or approval of the request. Approval of the waiver shall include the following conditions:

1. **NO SIGNIFICANT NET ADVERSE IMPACT**. There is no significant net adverse impact that results from the reduction.

2. **PROJECT IMPACT IS LIMITED OR MITIGATION OF IMPACT IS SUFFICIENT**. The impact of the proposed use has been identified and analyzed, sufficient to determine that its impacts are insubstantial and therefore a reduction is warranted, or the proposed mitigation of the setback-related impacts have been effectively mitigated. Included in this finding shall be a description, or reference to, the setback-related impacts and their mitigation.

3. **NOTICE TO AFFECTED LAND OWNERS CONCERNING LAND USE CHANGES INVOLVING MINERAL EXPLORATION OR EXTRACTION OR CONSTRUCTION MATERIALS PROCESSING.** When a land use change involving mineral exploration or extraction or construction materials processing has been requested, Gunnison County shall make reasonable efforts to provide a written advisory notice of the application to all landowners within the required setbacks. Applicants for other land use changes within 1000 feet of an approved mineral exploration or extraction activity or construction materials processing operation shall be apprised of those existing uses. Failure of Gunnison County to provide such notice shall not affect the processing or validity of any land use change process or permit or be the basis of any liability whatsoever of Gunnison County.

SECTION 9-405: GENERAL DEVELOPMENT STANDARDS FOR MINING OPERATIONS

The following standards in addition to the other standards of this *Resolution* shall be applied in reviewing all proposed mining operations:

A. ACCESS AND TRANSPORTATION PLAN. If there are conflicts between this Section and other sections of this *Resolution*, this Section shall apply. All applications shall comply with all applicable requirements of Section 12-103: *Road System*, including an Access and Transportation Plan pursuant to Section 9-403: C. 10: *Access and Transportation Plan*, and shall be required to comply with the following:

1. **ROAD DAMAGE AND MAINTENANCE**.

   a. **VEHICLE WEIGHT**. The weight of trucks shall not exceed federal, state or local government imposed road or bridge weight capacity on approved haulage routes.

   b. **APPLICANT BEARS COST**. The applicant shall bear the proportionate cost of all road and bridge improvements, repairs, and maintenance necessitated by the proposed mining activity.

   c. **SEASONAL TRAFFIC LIMITATION**. Truck traffic may be limited on public roads during seasons when heavy vehicle use, weather conditions or water saturation may result in significant damage.

2. **ROUTING**. Designation of construction and haul routes for a specific mining operation application shall comply with the following:

   a. **AVOIDANCE OF DEVELOPED AREAS**. Truck haulage and traffic routes shall be designed to the maximum extent feasible to avoid residential areas, commercial areas, environmentally and visually sensitive areas, schools and other civic buildings, municipalities and already congested locations. Alternative routes shall be identified.

      1. **REVIEW BY AFFECTED AGENCY OR ASSOCIATION**. When a proposed route includes streets within a municipality or developed residential area, the applicable municipal government or property owners' association shall be included as a review agency during the review process.

      2. **CONSIDERATION OF PUBLIC BENEFIT**. When a proposed haul route is located near a developed area. The County shall determine the public benefit to be gained by a shorter haul route with decreased haulage trips against other potential impacts to residences and other developed areas.

   b. **TIMING OF HAUL TRAFFIC**. Timing of truck traffic may be controlled to prevent congestion or adverse noise impacts or safety risks.

3. **MITIGATION TO PROVIDE DUST CONTROL AND EFFECTS OF LOAD LOSS.** Applicant shall be held reasonably responsible to prevent loss of loads and fugitive dust emissions during transit by using mitigation methods described in required dust control plan, such as using tarps and tight tailgates, and shall be responsible to ensure that haul routes are maintained reasonably free of dust from the operation as required by the applicable state or federal agency. Measures may include EPA approved dust suppressants, watering, oiling, paving. These mitigations shall not be required of haulers using one-ton or smaller pick-up trucks.

a. **AIR QUALITY MONITORING**. Operation shall provide a program for initial air quality measurements and an ongoing monitoring program, including monitoring of dust from equipment and stockpiles, to ensure that during operation dust leaving the subject property does not substantially exceed initial air quality levels.

4. **TRUCK AND CRUSHER NOISE.** The County may impose measures to control on-site noise generated by truck traffic and crushers used by the operation including restrictions on the use of jake brakes on- or off-site except in emergencies, banging of tailgates or use of horns on site, and regulation of truck speeds. Such measures shall be imposed pursuant to noise standards indicated in Table 6: *Maximum Permissible Noise Levels for Mining Operations* but shall not contradict state or federal regulations.

5. **POST-OPERATIONAL ACCESS TO MINE SITE**. Access to the mine site and processing site during post-mining operations shall be restricted by fencing or other means if there are impoundments retaining water contaminated with harmful or hazardous materials or hazardous conditions remain present on the site.

B. ROCK CRUSHER, ASPHALT PLANT, CEMENT BATCH PLANT. No rock crusher, asphalt plant, or cement batch plant shall be used unless specifically identified in the application and approved as part of the Land Use Change Permit.

C. IMPACTS ON ENVIRONMENTAL AND CULTURAL RESOURCES.

1. **WATER.** All operations shall comply with the standards of Section 11-107: *Protection of Water Quality*, and shall comply with the following:

   a. **WATER QUALITY.** The quality of surface or ground water discharged from the mine or mining operation shall meet the standards set by the U.S. Environmental Protection Agency and the Colorado Department of Public Health and Environment, Water Quality Control Commission.

   b. **WATER QUANTITY.** The operator shall insure that the mining operations shall not cause injury to existing water rights decreed by the Colorado Division of Water Resources.

   c. **HYDROLOGIC BALANCE**. The operator shall ensure that mining operations avoid disturbances to the prevailing hydrologic balance of the mining site and surrounding areas to the maximum extent feasible. Stream flows shall not be significantly increased or decreased because of the proposed mining operations.

   d. **AUGMENTATION PLAN**. Compliance with any augmentation plan approved for the Project by the Colorado Division of Water Resources. Replacement water shall be subject to the applicable requirements of the Colorado Division of Water Resources, but not necessarily limited to augmentation of evaporative loss.

   e. **WELLS.** To the extent permission can be obtained by the applicant as a result of a good faith effort, wells both on- and off-site shall be measured and logged for quantity and quality of water by the applicant before approval to establish a baseline from which the impacts of the mining operation can be measured. The operator shall ensure that the quantity and quality of the water in such wells reasonably anticipated to be affected by the operation shall not be adversely impacted by the mine or mining operations.

   f. **RECYCLING**. To conserve water supplies, water used in mining operations shall be recycled to the maximum extent feasible.

   g. **HAZARDOUS MATERIALS**. All fuel, chemicals, oil, grease, and blasting agents shall be stored, used and maintained in such a manner as to prevent accidental discharge into any surface or ground water, and, at a 2.minimum, shall comply with the requirements of the EPA.

2. **AVOIDANCE OF SENSITIVE AREAS.** Mining shall be prohibited in sensitive areas.

3. **AIR QUALITY**. All mining operations shall comply with the Colorado Department of Health Air Quality Control Commission's Regulation 2 and all other state and federal regulations controlling dust and odor.

   a. **MONITORING.** To ensure that air quality is fully monitored, in addition to monitoring requirements imposed by the Colorado Department of Public Health and Environment, and based on site-specific conditions, the County may impose reasonable additional requirements as a condition of approval.

   b. **ODOR AND DUST CONTROL.** Odor and dust from on- and off-site activities, including dust from truck traffic, stockpiles, and processing, shall be mitigated to the greatest extent feasible. Dust mitigation measures shall be employed, including paving, treating of road surfaces, cleaning of vehicles, covering of truck loads, and revegetation of disturbed areas.

4. **SIGNIFICANT CULTURAL, HISTORICAL AND ARCHEOLOGICAL RESOURCES**.

a. **RESOURCES TO BE PRESERVED TO MAXIMUM EXTENT FEASIBLE.** To the maximum extent feasible, significant cultural, historical and archeological resources identified on the site shall be maintained and preserved. Where preservation is not feasible, adequate opportunity shall be provided to the state, county, or other appropriate agencies to document and salvage the resources.

b. **RESOURCES IDENTIFIED DURING OPERATIONS**. Any cultural, historical or archeological resource identified or discovered during the mining operation shall be expeditiously and properly reported to the appropriate agencies, investigated, and preserved to the maximum extent feasible as provided above. Any County permit deadlines shall be extended to compensate for lost operating time due to recovery efforts.

D. MINE WASTES AND HAZARDOUS MATERIALS.

1. CYANIDE HEAP LEACHING PROHIBITED. Open mining for gold and silver, when ore processing methods that utilize cyanide to heap leach the gold and silver from ore, is prohibited.

2. MINE WASTE PILES. Mine waste piles or impoundments shall be located to the maximum extent feasible to prevent surface water runoff from entering the mines, waste piles or other structures. Any structures to be established shall divert surface water runoff from mine waste piles or impoundments containing water that has been contaminated during mining operations. Seepage of leachate from mine wastes into ground water shall be prevented with liners or other specific technologies or siting and design measures as determined in the review process.

3. HAZARDOUS WASTE TREATMENT. Mine wastes that may retain hazardous chemical or heavy metal residues shall be detoxified to the greatest extent feasible or disposed of pursuant to applicable state or federal regulations. For purposes of this Section, "detoxified" shall mean that wastes are not hazardous as defined by local, state, and federal regulations, stabilized or treated such that potential for groundwater contamination cannot occur, and capable of supporting natural vegetation and animal life. Hazardous mine wastes shall not be used for backfilling.

4. NON-HAZARDOUS WASTE TREATMENT. Non-hazardous mine wastes shall be treated, stored, disposed of in accordance with local, state, and federal requirements and shall be covered and graded to allow surface drainage and ensure long-term stability. Non-hazardous waste by-products may be used on-site as backfill.

5. HAZARDOUS MATERIALS. If the applicant proposes to use hazardous materials or a chemical mining process, the applicant must demonstrate that the use of such materials or chemical mining process is essential and will not have an adverse impact upon the public health, safety, or welfare, or the environment. To the maximum extent feasible, transportation of such materials shall be avoided.

E. **VISUAL IMPACTS**. All mining operations shall comply with the standards of Section 11-108: *Standards for Development on Ridgelines*, and shall also comply with the following:

1. **MITIGATION.** Mining shall mitigate visual impacts as mitigation priorities are defined in the definition of "mitigation," in Article 2: *Definitions* of this *Resolution*. Potential adverse visual impacts of the mining operation shall be avoided primarily or minimized secondarily to the maximum extent feasible by:

a. MINIMIZE DISTURBED AREA. Minimizing the total area of disturbance;

b. MINIMIZE OFF-SITE IMPACT. Minimizing the view from off-site of the disturbance;

c. PHASING. Phasing the disturbance;

d. EXPEDITING RECLAMATION. Expediting reclamation.

e. SCREENING AND VISIBILITY. Natural topography, preservation of existing vegetation, berms, landscaping, and other buffers shall be reasonably used to screen mining operations and stockpiles from off site visibility. The visibility of highwalls, equipment, and mining faces shall be reduced through backfilling, acid-etching, painting, or other appropriate techniques.

f. ROADS. Access roads shall be constructed and sited in ways that minimize potential visual impacts from off-site.

g. BLASTING. Blasting shall be conducted pursuant to this Division and the blasting explosive license as filed with the Gunnison County Sheriff's Office or other applicable agency and issued to the applicant or to the contractor who will be conducting blasting activity.

F. GENERAL OPERATIONS.

1. **COMPLIANCE WITH MSHA**. At a minimum, mining operations shall comply with the current requirements of the U.S. Mine Safety Health Administration (MSHA). The following shall also apply; when there is a question of whether the MSHA or Gunnison County requirements apply, the more restrictive shall prevail.
2. **HOURS OF OPERATION**. Hours of operation normally shall be no longer than 6:00 a.m. to 7:00 p.m.; the County may approve extended hours for a specific number of days per year or season for a specific operation or its component, only upon a finding that there will be no significant net adverse impacts on human activity, surrounding properties or the community in general. The operator shall keep current written logs of the days and hours of operation identifying by components the operations conducted. Such logs shall be available to County personnel during normal hours of operation for inspection and copying.
    a. **TEMPORARY OPERATIONS OUTSIDE THE APPROVED HOURS OF OPERATIONS.** Operations necessary for the emergency conduct of repair of equipment, preservation of public health, safety and welfare, or response to unique and unexpected demands on the operation may be permitted upon notification by telephone, e-mail letter or fax to the County Manager's Office.
3. **PHASING OF MINING OPERATIONS**. The County may require phasing of mining Projects and impose limitations on the duration of such phases to reduce the potential adverse impacts of mining operations.
4. **FIRE PROTECTION**. All mining operations shall comply with Section 11-105: *Development in Areas Subject to Wildfire Hazards,* and Section 12-107: *Fire Protection*. Water supply, firefighting machinery, trained personnel, and a fire suppression plan may be required for fire suppression purposes adequate to meet safety requirements as specified by the applicable fire protection district and approved by Gunnison County.
5. **FENCING**. All mining operations shall comply with Section 11-106: F.8.: *Fences* and Section 11-109: F. *Fences*, and shall also comply with the following:
    a. **SAFETY**. Based on the location, fencing may be required to be installed around the site to prevent access to potentially hazardous or unsafe areas by non-employees, livestock, and wildlife. Areas to be fenced include shafts, mine entrances, stockpile areas, roads, detention and retention impoundments, steep slopes, and active mining areas.
    b. **VISIBILITY**. When the operation is adjacent to a residential or commercial land use, fencing, buffering or screening may be required to minimize visibility of the mining operation.

TABLE 6: MAXIMUM PERMISSIBLE NOISE LEVELS FOR MINING OPERATIONS

IMPACTED LAND USE	ALLOWABLE DECIBEL LEVELS BY TIME OF DAY	
	6:00 A.M. TO 7:00 P.M.	7:00 P.M. TO 6 A.M.
NATIONAL PARKS OR RECREATION AREAS, PUBLIC PARKS, FEDERAL LANDS CAMPGROUNDS, AND FEDERALLY, STATE, OR LOCALLY DEDICATED OPEN SPACE OR CONSERVATION AREAS.	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*
COMMERCIAL	60 db (A)*	55 db (A)*
INDUSTRIAL	80 db (A)*	75 db (A)*
WILDERNESS AREAS	40 db (A)*	40 db (A)*

*db (A): Decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute

6. **NOISE.** The following shall apply to noise generation:
    a. **NOISE MITIGATION MEASURES**. All operations shall reduce noise impacts from the site to the maximum extent feasible. Noise mitigation measures may include restrictions on hours of operation, enclosure of

equipment and operations, buffering and screening, limitations on hours of truck traffic, and siting of operations away from sensitive uses and activities including hospitals, schools, and residential areas.

b. MONITORING. Before mining operations begin, the applicant and County shall measure existing noise levels on the site and at locations both on and off-site that may be affected by operations. A program for periodic noise monitoring shall also be included in any noise mitigation plan.

c. MAXIMUM PERMISSIBLE NOISE LEVELS. Under normal conditions noise from, and attributed to (as indicated by standard decibel measurement), mining operations at the boundary of any impacted property that is nearest the operation shall not exceed the levels indicated in Table 6: *Maximum Permissible Noise Levels for Mining Operations*. If noise levels of a use existing as of the effective date of this *Resolution* exceed these levels, the mining operation for which a Land Use Change Permit is being reviewed may operate at the existing higher level.

1. WARNING DEVICES EXEMPTED. Devices required by MSHA, or the U.S. Department of Labor, are exempt from this standard.

2. SAGE GROUSE BREEDING AREA NOISE LIMITS. In addition to the above requirements, all mining operations shall avoid disturbance of sage grouse breeding areas that may impair the acoustic component of the breeding display within one mile of known lek sites between the dates of March 20 and May 15 and between the hours of 4:30 a.m. and 8:30 a.m.

G. POST-OPERATIONAL LAND USE. Once completed, phases and the entire site of the mining operation shall meet the following standards:

1. STATE AND FEDERAL RECLAMATION REQUIREMENTS. The applicant shall comply with all state and federal site reclamation requirements.

2. COUNTY PRIORITIES. In addition to state and federal regulations, it shall be the first priority for a Project to restore the site before the mining operation begins, secondly to rehabilitate to the maximum extent feasible, and thirdly, to reclaim the site.

3. RECLAMATION TO BE COMPLETED PURSUANT TO DRMS RECLAMATION PLAN. Reclamation shall be completed as required by the Reclamation Plan approved by the DRMS, including, as applicable, any phases within the Project.

4. REVEGETATION. There shall be a revegetation plan that meets the requirements of *Section 13-115: Reclamation and Noxious Weed Control.*

a. THREE YEAR MAINTENANCE REQUIRED. After revegetation of an area, the vegetation must be maintained by the applicant for a minimum of three years.

SECTION 9-406: ADDITIONAL FINANCIAL SECURITY

In addition to the financial security required by Article 16: *Enforcement*, the County shall require adequate financial security to ensure that any off-site damage caused by blasting is remedied.

SECTION 9-407: NO EXERCISE OF PRE-EMPTED AUTHORITY REGARDING RECLAMATION

Nothing in this Division or in Article 16: *Enforcement* is or shall be construed to be a requirement of reclamation, or financial security for reclamation, different than that established by the Colorado Division of Reclamation Mining and Safety.

DIVISION 9-500: MISCELLANEOUS USES AND ACTIVITIES

SECTION 9-501: SPECIAL EVENTS

A. PURPOSE. This Section provides for the regulation and permitting of temporary special events, to ensure the orderly, compatible and safe use of property by requiring adequate provision of parking, sanitary facilities, and structural strength of facilities, utilities and safety services.

B. PERMIT REQUIRED. Operation of a special event shall require a Special Event Permit, which may be obtained from the Community Development Department.

C. EXEMPTIONS. The following are exempted from the requirements of this Section:

1. **SITE THAT HAS RECEIVED LAND USE CHANGE PERMIT**. If an event is to be conducted in a permanent facility, and/or on a site for which a Land Use Change Permit has been granted specifically allowing the special events activity, and the operation of the event complies with the conditions of the permit approval, no separate Special Event Permit is required.
2. **ACTIVITY CONDUCTED AT A PRIVATE RESIDENCE.** An event conducted at a private residence, that is reasonably determined to be a private event, including graduation parties, holiday family gatherings, and picnics shall not require a Special Event Permit.
3. **WEDDINGS AND FUNERALS**. Weddings and funerals not to exceed 24 hours duration shall not require a Special Event Permit.

D. DURATION OF PERMIT. A Special Event Permit shall be valid for the duration of the function, but in no case shall the permit be valid for more than 10 days unless specifically approved in advance of the event by the ~~Board~~BOCC.

1. **PERMIT EXTENSION.** An applicant may request that the duration of the permit be extended, by submitting a letter of request to the Community Development Department, who shall forward a copy of the request, and the original application and Department approval to the ~~Board~~BOCC. The request shall be placed on the ~~Board~~BOCC's next available agenda.

2. **~~BOARD~~BOCC ACTION.** The ~~Board~~BOCC shall consider the request in light of potential impacts of the extended activity to County infrastructure, emergency service providers, and to neighborhood ~~-~~lands, and shall either approve, approve with conditions, or deny the request.

3. **IMMEDIATE CESSATION ALLOWED TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE**. The County shall have the right to require immediate cessation of the temporary use without prior hearing if the County determines it is appropriate for the protection of public health, safety and welfare. Such right may be exercised by the ~~Board~~BOCC, the County Manager, Assistant County Manager, County Attorney or other designee of the ~~Board~~BOCC.

E. FEES. The cost of a Special Event Permit shall be as delineated in a schedule of fees charged for permits issued by the Community Development Department, and as adopted, and amended from time to time by the ~~Board~~BOCC. Additional compensation may be required from the applicant to cover additional costs, if the operation of the event causes the County or another public service provider to incur expenditures for personnel, materials or other needs.

F. APPLICANT'S CONTACT WITH SERVICE PROVIDERS. Before submitting the application, the applicant is encouraged to contact each of the potentially affected service providers referred to in Section 9-501: H. *Standards of Operation*, to determine the services that may be required for the applicant's special event.

G. APPLICATION. The applicant shall complete and submit an application, which, at a minimum, shall include the following:

1. **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 stating the same information for the agent.
2. **PROPERTY OWNER**. Name of the owner of the property; if different than the applicant, a notarized letter from the owner consenting to the application, must be submitted.

3. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property.

4. **PRESENT LAND USE.** Identify present land uses, locations, and sizes of structures that exist on the property.

5. **IDENTIFICATION OF PREVIOUSLY-APPROVED USES**. If Land Use Change Permits or subdivision approvals were previously issued by the County on the parcel on which the special event is proposed, they shall be identified.

6. **CHARACTERISTICS AND CURRENT CONDITION OF THE LAND.** Identification of physical characteristics, natural characteristics and current conditions of the parcel on which the special event is proposed to occur, including streams, irrigation ditches, ponds, soils, roads, vegetation, geologic hazards. Indications if trees or other vegetation, have been removed, or changes caused either by weather-related or human activity.

7. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.

8. **TYPE OF EVENT**. A description of the type of proposed event.

9. **ESTIMATED NUMBER OF PEOPLE ATTENDING**. The estimated number of participants.

10. **SALES OF FOOD AND BEVERAGES.** If food and or beverages, including liquor, will be sold or given to participants, food service licenses and liquor licenses shall be obtained as required by the Colorado Department of Public Health and Environment, Consumer Protection Division, and by the Office of the Gunnison County Clerk and Recorder, respectively, and a copy of the licenses, or of the license applications, shall be submitted with the Special Event Permit application.

11. **TEMPORARY STRUCTURES.** A list of temporary structures, including camping shelters and vendor stands that are anticipated. If there are to be vendors as part of the event, a copy shall be submitted of each individual vendor's food service license, liquor license, business license, or of the "blanket license" covering all such activities as may be required by other applicable County or state agencies.

12. **AREA PLANNED FOR PARKED VEHICLES**. Location of the area where parking will be located, and the estimated number of participant vehicles.

13. **DURATION OF EVENT**. Identification of hours, and days during which the proposed event is to occur. If applicable, identification of beginning and ending dates.

14. **HOURS WHEN EVENT WILL TAKE PLACE**. A listing of the hours of the day the proposed event is to occur. If planned to include activities during nighttime hours.

15. **EXTERIOR LIGHTING**. An identification of proposed lighting fixtures and their locations, pursuant to the requirements of Section 13-114: *Exterior Lighting*.

16. **UTILITIES.** Information about utilities shall be addressed as follows:

    a. **SOURCE OF POTABLE WATER**. If potable water is required, the source for it shall be identified.

    b. **SEWAGE DISPOSAL FACILITIES.** The details of sewage disposal and toilet facilities shall be provided.

    c. **MINIMUM FACILITIES.** A minimum of one toilet facility shall be provided to serve an anticipated attendance of each 25 people. Public or common use toilets shall comply with the federal Americans with Disabilities Act accessibility guidelines, which require that five percent of the total number, no less than one toilet facility per each cluster of toilet facilities, must be accessible to guests with disabilities.

    d. **TRASH.** Identification of how trash generated by the event will be confined, collected, and disposed of. The applicant should contact the Gunnison County Public Works Department to notify them of the proposed event, and the Projected amount of trash, and the proposed means and timing of deposit at the County Landfill.

    e. **EMERGENCY SERVICES**. Identification of how emergency services will be provided based on the Projected number of participants, the location of the event, access to the event, and the nature of the event.

    f. **PET AND OTHER DOMESTIC ANIMAL CONTROL.** A description of how pets or other domestic animals will be confined to the parcel on which the proposed event is to occur, if applicable.

g. **FEES**. To compensate the County for the cost of reviewing and processing applications for Land Use Change Permits, each applicant shall pay the Final Plan fee as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the ~~Board~~BOCC. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

H. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW**. The Community Development Department will review the application for completeness, determine if additional information is needed, or if specific agencies shall be contacted to review the application.

I. **STANDARDS OF OPERATION**. An applicant for a Special Event Permit shall demonstrate that the event will operate so that the following concerns are satisfactorily addressed, and that the event will comply with all applicable County and State regulations. Requirements shall be based on the extent and duration of the proposed event:

1. **SERVICES TO PROTECT PUBLIC SAFETY AND TO ADDRESS EMERGENCIES**. First aid and other emergency services shall be provided. In consultation with the Gunnison County Sheriff, the applicable fire protection district, and the applicable Emergency Services agency, the applicant may be required to develop and submit a plan for traffic circulation and control, including requirements for parking and for emergency service vehicle access before, during and after the event. The adequacy of the plan shall be determined by the consulted agencies.

2. **SHERIFF'S DETERMINATION OF NEED FOR PERSONNEL**. The Sheriff's Department shall have the authority to estimate the anticipated number of persons in attendance, and determine if law enforcement personnel will be needed to regulate traffic associated with the event. The Sheriff shall have the authority to require that law enforcement be provided at the applicant's expense to monitor crowd control during the event and shall provide an estimated cost figure to the Community Development Department. The estimated cost of such traffic control or other activity shall be paid by the applicant at the time the permit is issued and shall not be refundable in whole or in part.

3. **PARKING PLAN**. Parking space and signs for parking shall adequately address anticipated parking demands, pursuant to Section 13-110: *Off-Road Parking and Loading* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.* In no case shall parking be allowed along any shoulder of any road, and vehicles shall not be parked in any manner that would create a traffic hazard as determined either by the Sheriff's Department or the Public Works Department.

4. **TEMPORARY STRUCTURES SHALL MEET FIRE PROTECTION DISTRICT REQUIREMENTS**. Use of tents or other camping shelters or other temporary structures shall meet the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards. Location of temporary structures shall be required to meet setback requirements, pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*

5. **ELECTRICAL HOOKUPS**. Any electrical hookups shall comply with the requirements of the applicable municipality or rural electric association provider.

6. **FOOD AND LIQUOR**. Food service licenses and liquor licenses shall be obtained as required by the Colorado Department of Public Health and Environment, Consumer Protection Division, and by the Office of the Gunnison County Clerk and Recorder, respectively.

7. **TOILET FACILITIES.** A minimum of one toilet facility shall be provided to serve an anticipated attendance of each 25 people.

   a. **TOILETS SHALL BE ADA ACCESSIBLE**. Public or common use toilet facilities shall comply with the federal Americans with Disabilities Act accessibility guidelines, which require that five percent of the total number, no less than one toilet facility per each cluster of toilet facilities, must be accessible to guests with disabilities.

8. **TRASH DISPOSAL**. The applicant shall provide for the collection of trash and litter. All solid waste shall be deposited as required by the Gunnison County Public Works Department.

9. **CONTAINERS SHALL BE PROVIDED**. Separate containers shall be provided for the collection of recyclable materials.

10. **REMOVAL OF LITTER FROM THE PROPERTY**. All solid waste, litter and recyclable materials shall be removed from the site within 24 hours following the event.

11. **DAILY CLEANUP**. For multiple-day events, the grounds shall be maintained during each day of the event with no accumulations on- or offsite that would create a nuisance or pose a health hazard.

12. **CONSTRUCTION OF TEMPORARY SEATING**. All grandstands, bleachers, scaffolding and platforms shall be constructed pursuant to requirements of the Gunnison County Building Office in the Community Development Department. When determined necessary by the Building Inspector, plans showing structural details shall be submitted for review before construction begins.
13. **AMUSEMENT RIDES**. All mechanical equipment associated with amusement rides shall conform to the applicable requirements of U.S. Consumer Product Safety Commission. All applicable licenses or certifications shall be provided to the Community Development Department as a condition of permit issuance. The County reserves the right to require an inspection by a qualified professional engineer licensed in the State of Colorado at the applicant's expense in addition to any inspections required by the Safety Commission.
14. **NOISE THAT BECOMES A NUISANCE IS PROHIBITED.** Unreasonably loud and disturbing noise that the County reasonably determines to be a public or private nuisance is prohibited.
15. **HOURS OF OPERATION**. Hours during which the normal activity of a special event may take place shall be between 7 a.m. and 11 p.m., unless otherwise specified in the Special Event Permit.
16. **CONFINEMENT OF ANIMALS**. All domestic and exotic animals shall be confined to the parcel on which the special event is permitted.
17. **LOCATION.** The special event shall only be permitted to occur in a location where the County reasonably determines it will not be detrimental to the public health, safety and welfare, improvements of the surrounding area or to the environment, including impacts on air and water resources, agricultural operations, wildlife habitats, and visual resources.

J. **COORDINATION WITH MUNICIPALITIES**. When the application is for a special event to be located within a municipal Three Mile Plan area, the County shall consider how the application has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three Mile Plan area. Where there is a conflict between the objectives or policies of a Three Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

K. **INSURANCE**. The applicant shall be required to demonstrate that a general liability insurance policy in an amount to be reasonably determined by the County Attorney will be in effect for the duration of the special event. The County, its officials, employees and agents, and owners of adjacent property as reasonably determined by the County shall be named as additional insured parties in the policy.

L. **INDEMNIFICATION AGREEMENT**. The applicant shall be required to submit a fully executed written agreement, acceptable to the County Attorney, to defend, indemnify and hold harmless Gunnison County, its officials, employees and agents, from and against all causes of action, claims and expenses, including reasonable attorneys' fees that might arise, indirectly or directly, because of the particular activity. This requirement is not, and shall not be construed to be, a waiver by Gunnison County of governmental immunity.

M. **CONDITIONS OF PERMIT APPROVAL.** In its approval, the County shall apply such conditions as it reasonably deems to be necessary to provide that the special event shall comply with the standards of operation and does not result in significant on-site or offsite impacts to lands, County infrastructure, or public health, safety and welfare, including the following:

1. **BOND AND CLEAN-UP DEPOSIT**. Provision for a bond and damage or clean-up deposit, or other financial guarantee to provide that the site is restored to its former condition and any damages are repaired.
2. **OPERATIONAL LIMITATIONS.** Operational limitations, including limits on the maximum daily attendance and the event's hours of operation, and limitations on exterior lighting, noise and parking.

SECTION 9-502: TEMPORARY STRUCTURES

A. **PURPOSE.** This Section provides for the regulation of temporary structures including a temporary residence or temporary construction office and the operation of a temporary vendor's stand not including a farm or ranch stand.

B. **NO VESTING OF TEMPORARY STRUCTURES.** Approval of a temporary structure as allowed by this Section shall not constitute approval of a site-specific development plan entitled to statutory or other vested right.

C. **TEMPORARY BUILDINGS NOT REQUIRING A PERMIT**. In conjunction with the issuance of a Building Permit or a Land Use Change Permit for a development site, the County may authorize an applicant to install one or more temporary buildings reasonably needed for the following and similar purposes. The temporary shelter shall not be placed for more than 18 months from the date of issuance of the Building Permit. One six-month extension may be permitted by the Community Development Department, upon a demonstration of hardship.

1. **CONTRACTOR'S OFFICE.** A contractor's office located in a development that is under construction; or,

2. **TEMPORARY SHELTER.** A temporary shelter for the owner of the property, located on the same site as a residence that is under construction and has a valid Building Permit.

D. REMOVAL. The applicant shall provide positive assurance that the temporary building will be removed by the time established in the Land Use Change Permit. The County may remove the temporary building at the applicant's expense if, at any time, the building is reasonably determined to be out of compliance with this *Resolution*. A deposit may be required from the applicant to defray the County's costs to remove a temporary building.

E. OUTDOOR VENDING REQUIRES PERMIT. The sale of goods other than from a farm or ranch stand pursuant to Section 9-302: *Farm or Ranch Stand*, from an open stand, push cart, vehicle or an outdoor site, but not from a permanent building, is permitted as an accessory use. An applicant shall obtain an Outdoor Vending Permit from the Community Development Department, and shall comply with the following requirements; the permit shall be issued for a period of 150 consecutive days for each one-year period.

1. **PURPOSE OF VENDING LIMITED TO FOOD AND BEVERAGES.** Outdoor vending shall provide no service or product other than the sale of food or beverages for immediate consumption. No food or drink may be sold except as allowed by the Colorado Department of Public Health and Environmental Consumer Protection Division.

2. **STANDARDS FOR OUTDOOR VENDING OPERATION**. An outdoor vending operation shall:

   a. **HAVE OWNER'S PERMISSION**. Locate on property owned or leased by the vendor or at a location for which notarized written permission to operate the business has been obtained from the property owner. A copy of the permission shall be submitted to the Community Development Department.

   b. **NOT LOCATE IN ROADWAY OR RIGHT-OF-WAY**. Not locate within any road or highway right- of-way, driveway or aisle way, within 35 feet of a residential property boundary, within a required setback, or in any parking spaces. An outdoor vendor shall not obstruct pedestrian or vehicular traffic, or obstruct motorists' vision.

   c. **ADVERTISING.** Any signs advertising an outdoor vending operation shall comply with Section 13-109: *Signs*.

   d. **ADEQUATE PARKING.** If necessary because the vending requires parking of vehicles, and the proposed site has no existing parking, the applicant shall be responsible for providing an area of the site that complies with the requirements of Section 13-110: *Off-Road Parking and Loading* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements*. Customers shall be provided space to safely pull off the road and park without causing congestion or hazards either to themselves or to traffic. Parking spaces shall not be located so vehicles can back directly onto a public road other than an alley.

   e. **TRASH CONTROL**. Where an outdoor vendor is distributing products that may result in trash, such as food in disposable containers, the outdoor vendor shall provide trash containers and make adequate provision for trash control and removal. The outdoor vending site shall be maintained by the vendor in a clean and sanitary condition.

   f. **SEWAGE DISPOSAL.** Use of any facilities for sewage collection and gray water disposal shall comply with the *Gunnison County On-Site Wastewater Treatment System Regulations*.

   g. **BUSINESS LICENSE**. The applicant shall secure any necessary licenses, and pay any fees required by the Gunnison County Officer of Clerk and Recorder to operate the business.

F. FEES. The fee for an Outdoor Vending Permit shall be as shown in a schedule of fees charged for permits issued by the Community Development Department, and as adopted and amended from time to time by the ~~Board~~BOCC.

SECTION 9-503: SATELLITE DISH DEVICES

A. LAND USE CHANGE PERMIT NOT REQUIRED. No Land Use Change Permit is required for the following:

1. **SATELLITE DISH 36" OR SMALLER**. A satellite dish reception or transmission device that is 36 inches in diameter or equivalent size or smaller may be installed as an accessory use without a Land Use Change Permit.

2. **SATELLITE DISH LARGER THAN 36".** A satellite dish reception or transmission device that is in excess of 36 inches in diameter or equivalent size or smaller may be installed without a Land Use Change Permit as an accessory use, provided it complies with the following standards:

   a. **LOCATION.** The satellite dish device shall not be located in any required setback, in any public right-of way, or on a roof; and

b. VISIBILITY. The satellite dish device shall be located to minimize its visibility from neighbors and from public roads. When the antenna can only be located such that it is visible from neighbors or public roads, the County may reasonably require the satellite dish device to be screened with landscaping or fencing, or to be painted with colors that to the maximum extent feasible, camouflage its appearance.

SECTION 9-504: ATTACHED WIRELESS TELECOMMUNICATIONS DEVICES

A. LAND USE CHANGE PERMIT NOT REQUIRED. A wireless telecommunications device that is attached to or mounted on a building or other structure may be installed as an accessory use without a Land Use Change Permit. The device shall be mounted to be as flush to the wall as technically feasible and shall not Project above the wall on which it is mounted. It shall be painted to match the color and texture of the wall, building, or surrounding environment, using muted or subdued colors or earth tones. A design that masks or camouflages the device, so it blends with the surrounding environment, is required. The latitude and longitude coordinates (degrees, minutes, seconds) of the structure shall be provided to the Community Development Department prior to any permit approval.

SECTION 9-505: FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURES

A. LAND USE CHANGE PERMIT REQUIRED. The construction and siting of a freestanding structure, building, pole, tower or antenna that provides wireless telecommunications services requires a Land Use Change Permit, and shall meet these standards:

B. GENERAL STANDARDS. A freestanding structure, building, pole, tower, or antenna that provides wireless telecommunications services shall be subject to the following requirements:

1. **SAFETY SETBACK.** To ensure the safety of surrounding properties in the event of collapse, and to protect against the accumulation of snow and ice, it shall be set back from all property lines by one foot for every one foot of its height, or shall comply with the applicable setback requirements from Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way,* whichever is greater.

2. DESIGN. It shall be designed and sited to be compatible with the surroundings in terms of materials, roof form, scale, mass, color, texture and character. A design that masks or camouflages the structure, so it blends with the surrounding or built environment, is required to the maximum extent feasible.

3. HEIGHT. Towers and antennae shall be sited to minimize their height.

4. BUFFERING. In addition to any buffering required by Section 13-111: *Landscaping and Buffering*, landscaping and screening shall be required to achieve a total screening effect at the base of the structure and to screen any associated support buildings. Screening shall use trees (unless a source of water necessary for the survival of the trees is not available, in which case other vegetation appropriate for the site shall be installed) and may also secondarily use fences (wood, masonry, stucco, or similar opaque materials) or berms.

5. EXTERIOR LIGHTING. Security or other lighting shall feature down-directional, sharp cutoff luminaires that comply with the requirements of Section 13-114: *Exterior Lighting*. Safety lighting of telecommunication structures that is required by the Federal Aviation Administration shall be exempt from this standard.

6. ACCESS ROADS. Access roads to the structure shall be minimal and capable of supporting equipment necessary to maintain the structure.

7. DESIGN SAFETY. The structure's design shall be certified by a qualified professional structural engineer as structurally sound and presenting no risk to public safety. When applicable, the applicant shall also demonstrate that the location, height, and operation of the structure have been determined not to be an aviation hazard by the Federal Aviation Administration.

8. UTILITIES SHALL BE LOCATED UNDERGROUND. To the maximum extent feasible, all utilities shall be installed underground.

9. **LOCATION**. The latitude and longitude coordinates (degrees, minutes, seconds) of the structure shall be provided to the Community Development Department prior to any permit approval.

SECTION 9-506: CHILD CARE CENTER

A. LAND USE CHANGE PERMIT REQUIRED. The operation of a child care center requires a Land Use Change Permit and in addition to complying with all applicable requirements of this *Resolution*, shall comply with all applicable requirements of Colorado law, the Colorado Department of Human Services, and the Gunnison County Department of Human Services, and shall comply with the requirements of this Section.

B. COMPLIANCE WITH APPLICABLE BUILDING CODE, ADOPTED AND AMENDED BY GUNNISON COUNTY. Construction and operation of a child care center shall comply with the applicable requirements of the applicable building code, adopted and amended by Gunnison County.

C. COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS. All structures used as part of a child care center shall comply with requirements of the applicable fire protection district. All such uses, whether pre-existing this *Resolution*, or approved by new Land Use Change Permits after the effective date of this *Resolution*, shall comply with the standards of Section 12-107: *Fire Protection*.

D. ADEQUATE PARKING. A child care center shall provide one off-road parking space per non-resident employee. These spaces shall be in addition to any other parking required for the property (including if the center is operated within a residence), pursuant to Section 13-110: *Off-Road Parking and Loading* and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.*

E. DROP-OFF/PICK-UP AREA. A child care center shall have one designated on- or off-road drop-off/pick-up space for every six children. The space shall:

1. **AVAILABLE DURING OPERATING HOURS**. Be available during operating hours to provide for the loading and unloading of children; and
2. **LOCATED ON SAME SIDE OF ROAD**. Be located on the same side of the road as and adjacent to the child care facility.

F. OUTDOOR PLAYGROUND. A child care center shall have an on-site outdoor play area that meets the State standard for facilities of its size, as specified in Minimum Rules and Regulations for Child Care Centers, issued by the Colorado Department of Human Services. The outdoor play area shall be fenced or screened to prevent children from exiting on their own and shall not be located in the property's front yard.

G. **IN-HOME BABY-SITTING DOES NOT REQUIRE PERMIT**. In-home babysitting, for the purposes of this *Resolution*, does not constitute a child care center, and does not require a Land Use Change Permit

SECTION 9-507: GROUP HOME

A. LAND USE CHANGE PERMIT REQUIRED. The operation of a group home for developmentally-disabled persons, aged persons, and persons with mental illness or juvenile offenders requires a Land Use Change Permit and shall comply with all applicable requirements of Colorado law, the Colorado Department of Human Services, and the Gunnison County Department of Human Services, and shall meet the following standards:

B. COMPLIANCE WITH APPLICABLE BUILDING CODE ADOPTED AND AMENDED BY GUNNISON COUNTY. Construction and operation of a group home shall comply with the applicable requirements of the applicable building code, adopted and amended by Gunnison County.

C. COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS. All structures used as part of a group home shall comply with requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards. All such uses, whether pre-existing this *Resolution*, or approved by new Land Use Change Permits after the effective date of this *Resolution*, shall comply with the standards of Section 12-107: *Fire Protection*.

D. AVAILABILITY OF SERVICE AND FACILITIES. A group home must be located so that services and facilities, including convenience stores, commercial services, transportation and public recreation facilities are readily accessible to the residents.

SECTION 9-508: KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION

A. **LIVESTOCK AND SMALL ANIMALS ALLOWED WITH NO LAND USE CHANGE PERMIT**. The keeping of livestock and domestic animals on property other than an agricultural operation is permitted without a Land Use Change Permit subject to the following:

1. **CONFINEMENT TO THE SITE.** Animals shall be confined to the parcel on which the primary use is located unless with the owner.
2. **DISPOSAL OF MANURE.** Manure may be composted, used as fertilizer on meadows, or removed at least every six months from the property.

3. **DISTANCE FROM LOT LINES AND WATER**. Manure piles shall be located a minimum of 40 feet from any lot line and 150 feet from any well, stream or water body. Manure shall be stored so as to protect surface and groundwater

4. **ODOR CONTROL**. Animals shall not be allowed to create excessive odor problems or present a health hazard to neighbors or surrounding lands.

5. **DRAINAGE FACILITIES**. Adequate drainage facilities or improvements shall be provided by the landowner and constructed to prevent any adjacent land or natural drainages from receiving runoff containing contaminants including sediment or organic wastes.

6. **VEGETATION STANDARDS**. The following vegetation requirements shall apply only to land uses other than agricultural operations.

   a. **NATURAL RESOURCES CONSERVATION SERVICE GUIDELINES**. Recommendations of the Natural Resource Conservation Service may be utilized in determining the maximum devegetation per lot area.

   b. **MAINTENANCE OF VEGETATION**. The site, excluding the area that is allowed to be devegetated, must be maintained with vegetative groundcover. Vegetative groundcover includes native plants or introduced grasses and forbs, but does not include weeds on bare dirt. The minimum amount of vegetative groundcover required shall comply with the Section 13-115: *Reclamation and Noxious Weed Control*. Natural rock outcroppings shall not count towards the maximum area that may be devegetated.

7. **NONDOMESTIC/EXOTIC ANIMALS**. The keeping of nondomestic or exotic animals for breeding or commercial viewing purposes is subject to all other standards of this *Resolution* and applicable Colorado regulations.

SECTION 9-509: CAMPING ON INDIVIDUAL PARCELS

A. PURPOSE. The purpose of this Section is to provide regulations for the use of an individual recreational vehicle or other camping shelter (such as a tent) on an individual parcel, and to provide minimum requirements for the protection of health and safety of occupants of the camping shelter, adjoining lands, and of the general public.

B. LONG-TERM CAMPING IN A RECREATIONAL VEHICLE OR OTHER CAMPING SHELTER REQUIRES PERMIT. Use of a recreational vehicle or other camping shelter for longer than a total of 14 days during any consecutive three months on the same parcel shall require a Long-term Camping Permit, which may be obtained from the Community Development Department.

1. **EXCEPTIONS**. Long-term camping in approved campgrounds on federal or state lands, or on lots or parcels that are located in subdivisions that have been approved as platted subdivisions by the County, with protective covenants approved by the County, and in which camping is allowed by those protective covenants, shall not be required to obtain either a Land Use Change Permit or a Long-Term Camping Permit.

C. NO LAND USE CHANGE PERMIT REQUIRED FOR CAMPING IN A RECREATIONAL VEHICLE OR OTHER CAMPING SHELTER ON AN INDIVIDUAL PARCEL. A recreational vehicle or other camping shelter may be parked on an individual parcel and may be occupied by the landowner or by his/ her guests, and shall comply with these requirements:

1. **PROTECTIVE COVENANTS ALLOW CAMPING.** If any applicable protective covenants or deed restrictions are recorded against the property in the Office of the Gunnison County Clerk and Recorder, they do not prohibit this use.

2. **NO PARKING ON PUBLIC RIGHT-OF-WAY.** No recreational vehicle or other camping shelter shall be parked on any public right-of-way or road for camping, storage or residential use.

3. **THERE IS NO COMPENSATION.** There is no compensation to the owner orf lessee of the parcel involved.

4. **CAMPING LIMITED TO 14 DAYS.** The travel trailer, recreational vehicle, camper or other camping shelter may only be used for camping for a period that does not exceed a total of 14 days during any consecutive three months on the same parcel without obtaining a Long-Term Camping Permit. The vehicle or other camping shelter shall be removed from the parcel after that time

5. **MAINTENANCE.** The lot or parcel on which camping occurs shall be maintained in a safe, clean and sanitary manner, and shall not be a nuisance or create adverse impacts to surrounding property, land or land uses.

6. **DISPOSAL OF WASTE**. Septage and other sewage or wastewater shall be disposed of only pursuant to a permit obtained in full compliance with the *Gunnison County On-Site Wastewater Treatment System Regulations*, and

any other applicable County, state or federal standard or regulation. Compliance with those Regulations may require that a long-term On-Site Wastewater Treatment System be installed and maintained on the parcel.

D. PROHIBITED ACTIONS. The following shall be prohibited:

1. **LEAVING REFUSE**. Storage of refuse, debris or litter in an exposed or unsanitary condition.
2. **DUMPING OF POLLUTANTS NEAR WATER BODY**. Placing any substance that pollutes, or may pollute the water body within 150 feet of a stream, lake or other water body.

E. LONG-TERM CAMPING PERMIT.

1. **ONE LONG-TERM CAMPING PERMIT IN A CALENDAR YEAR.** Only one long-term camping permit may be issued in a calendar year.
2. **TERM OF PERMIT FOR LONG-TERM CAMPING PERMIT IS 180 DAYS.** The maximum term of a long-term camping permit is 180 days, from the date of issuance, within the calendar year.

F. APPLICATION. The Community Development Department shall provide an application form for a long-term camping permit that the applicant shall complete and which, at a minimum, shall include the following:

1. **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 stating the same information for the agent.
2. **PROPERTY OWNER**. Name of the owner of the property; if different than the applicant, a notarized letter from the owner consenting to the application, must be submitted.
3. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, metes and bounds), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property.
4. **TYPE OF RECREATIONAL VEHICLE OR CAMPING SHELTER TO BE USED.** The type of recreational vehicle or other camping shelter to be used.
5. **PRESENT LAND USE**. Identify present land uses, locations, and sizes of structures that exist on the property.
6. **LIST OF ADJACENT LANDOWNERS**. As applicable, a listing of all landowners and land uses that are adjacent to the boundaries of the entire parcel on which the Project is proposed, including all properties that are separated from the parcel by a roadway or would be adjacent to the property except for the existence of the roadway. When the parcel is located adjacent to a municipality, a platted townsite or platted recorded subdivision, all owners of surface property rights within 500 feet of each boundary of the entire parcel shall be included in the listing. The source for the best-available information to identify those landowners is the Gunnison County Assessor's Office.
7. **TRASH.** A~~n~~ description of how trash will be removed from the site and taken to the appropriate landfill.
8. **SEWAGE DISPOSAL**. Demonstration of compliance with the *Gunnison County On-Site Wastewater Treatment System Regulations.*
9. ~~**THERE IS NO COMPENSATION.** There is no compensation to the owner of lessee of the parcel involved.~~

G. FEES. The fee for a Long-Term Camping Permit shall be as shown in a schedule of fees charged for permits issued by the Community Development Department, and adopted and amended from time to time by the ~~Board~~BOCC.

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DIVISION 9-600: ESSENTIAL HOUSING

SECTION 9-601: PURPOSES.

Future demand for Essential Housing that is affordable for Gunnison County's workforce and residents is impacted by a myriad of variables including population growth, housing market trends, and employment trends. While these variables cannot be accurately predicted, it is unlikely, given current conditions and funding availability, that future demand for Essential Housing in Gunnison County will decrease. It is probable, given rapidly increasing housing prices, that demand will increase.

The wellbeing of the residents and visitors in Gunnison County is dependent upon a supply of affordable workforce housing being available for including emergency services personnel, medical practitioners, teachers and other employees crucial to our economy and community so they can live within reasonable proximity to their worksites and provide necessary public- and private-sector services. The documented trend of increasing housing and land prices in Gunnison County has resulted in an inadequate supply of Essential Housing for county residents. This jeopardizes the ability of local employers to hire and retain employees, thus negatively impacting business operations.

Employees are not the only residents whose health, safety and welfare are negatively impacted by the insufficient supply of affordable housing. Seniors, persons with disabilities and other residents who may be unemployed, living on low to moderate incomes are not provided adequate, affordable housing opportunities by the free market.

A. TO ENCOURAGE AFFORDABLE/ESSENTIAL HOUSING. To encourage and ensure the development and availability of safe, affordable housing for low-income and moderate-income households within Gunnison County.

B. TO ACHIEVE AND MAINTAIN VARIED HOUSING SUPPLY. To achieve and maintain a housing stock which meets County-defined targets for income groups and owner/renter ratios.

C. TO ADD ESSENTIAL HOUSING PROPORTIONAL TO NEW DEVELOPMENT. To promote the County's goal to add essential residences in proportion to the housing impacts generated by new residences and commercial and industrial uses to provide a basis for economic development and job growth.

D. TO ENSURE GROWTH PAYS ITS PROPORTIONATE SHARE. To ensure that growth contributes a proportionate share of funding, land and/or construction to increase and maintain a sufficient supply of essential housing residences.

E. TO MITIGATE IMPACTS BY PROMOTING BALANCE OF JOBS AND HOUSING. To mitigate impacts that accompany new residential and non-residential development by protecting diversity of the County's housing stock, promoting a balance between jobs and housing, and reducing the demands placed on transportation infrastructure.

F. TO ENCOURAGE LOCATION OF ESSENTIAL HOUSING NEAR WORK SITES. To encourage essential housing to be located near central work sites and public transportation.

G. TO ENSURE DEVELOPMENT THAT ENHANCES THE EXISTING SENSE OF "COMMUNITY" IN GUNNISON COUNTY. To ensure that development of Essential Housing Projects and residences integrates new and current residents and does not isolate Essential Housing Residences from free-market residential development.

SECTION 9-602: RELATIONSHIP OF DEVELOPMENT AND ESSENTIAL HOUSING NEED

A. BASIS FOR REQUIREMENTS. Multiple sources of data indicate a need for Essential Housing in response to escalating free-market housing prices and rents that are not affordable to essential employees who are crucial to the economic well-being of Gunnison County but who earn low to moderate incomes and others, including seniors, who live on fixed incomes. These sources include the 2000 U.S. Census for Gunnison County; *Gunnison County Housing Needs Assessments* completed in 1992 and 1999; the *Gunnison County Residential Job Generation Study* completed in 2000 by Rees Consulting, Inc and the Housing Collaborative, and the *Nexus/Proportionality Analysis for Commercial and Residential Linkage Programs* 2006 Rees Consulting, Inc. Based on this information, and as further identified by *Board of County Commissioners' Resolution 2006-44,* there is a demonstrable nexus between the impact of new non-residential and residential developments, the jobs generated by those developments, and the need for Essential Housing in Gunnison County, and an accurate mechanism to establish an appropriate and proportional workforce housing fee for new commercial, industrial and residential development.

1. **HOUSING OPPORTUNITIES LIMITED TO QUALIFIED HOUSEHOLDS.** Analyses of the housing situation in the County, particularly in the corridor that encompasses the area between the City of Gunnison and Towns of

Crested Butte and Mt. Crested, reveal that with the exception of housing developed in partnership with the assistance of public or non-profit entities, residential development does not provide adequate housing opportunities for low- and moderate-income households. There is a demonstrated market price gap between free-market housing prices and what households within those income categories can afford.

2. **DATA IS BASIS FOR ESSENTIAL HOUSING REQUIREMENTS.** This Division uses data which includes the average number of employees per household; the target income levels for workforce housing development; the estimated multiple jobs held by workers; the estimated affordable rents and sales prices for workforce housing--and other such data necessary to construct reasonable methodologies to provide for workforce housing.

3. **ECONOMIC DEVELOPMENT BENEFITS.** A permanent supply of Essential Housing is a necessary component of an economic development strategy that seeks to retain employers and employees and bring new jobs to Gunnison County.

SECTION 9-603: WORKFORCE HOUSING LINKAGE

A. PURPOSE. New construction or expansion of residential, commercial and industrial buildings or uses in the unincorporated areas of Gunnison County will result in new workers employed by or within those buildings or uses. This Section is intended to ensure that commercial and industrial development and construction of individual free market residences provide constructed residences and installed infrastructure, or contribute to the construction of a reasonable and appropriate percentage of Essential Housing to mitigate impacts to the county's housing supply as growth occurs.

B. APPLICABILITY. Unless otherwise exempted, this Section shall apply to all proposed residential, commercial, and industrial development that is subject to the requirements of this *Resolution,* and for which an application is submitted for a Building Permit after June 13, 2006.

C. EXEMPTIONS. The following shall be exempt from the Workforce Housing Fee:

1. **SAME-SIZE RECONSTRUCTION OF PRE-EXISTING STRUCTURE**. The reconstruction of any pre-existing structure pursuant to *Section 1-108: Non-conforming Uses* if the reconstruction does not increase the size more than 500 square feet, or as applicable, the number of residences within it, except when the structure was not a legally habitable residence before the reconstruction; or

2. **ADDITION OF 500 SQ. FT. OR LESS TO PRE-EXISTING STRUCTURE.** The addition of 500 square feet or less to a structure, whether it is a residential, commercial or industrial use; or

3. **INTEGRATED SECONDARY RESIDENCE.** An integrated secondary residence as allowed pursuant to *Section 9-102: F.: Standards for Integrated Secondary Residence*, provided that it is deed-restricted for occupancy by Qualified Households with incomes as defined in *Section 9-601: C. 6.: Exemption for Income-Qualified Households.*

4. **MOBILE HOMES**. Individual mobile homes and mobile home communities as defined by this *Resolution*, provided that the homes are deed-restricted for occupancy by Qualified Households with incomes as defined in *Section 9-601: C. 6.: Exemption for Income-Qualified Households.*

5. **ESSENTIAL RESIDENCES**. Residences that are constructed and deed-restricted as Essential Housing.

6. EXEMPTION FOR INCOME-QUALIFIED HOUSEHOLDS. Households earning less than 120 percent of AMI, as qualified by the Gunnison County Housing Authority Executive Director, are building homes for their own occupancy and which are a household's primary residence. Primary residency shall be determined by the Gunnison County Housing Authority Executive Director, who may consider the following factors:

a. **EMPLOYMENT ADDRESS.** Employment address.

b. **UTILITY BILLS**. Utilities bills.

c. **DRIVER'S LICENSE, CAR REGISTRATION**. Driver's license and car registration address.

d. **TAX RETURN ADDRESS**. Address on federal and state tax returns.

e. **FAMILY MAIN ADDRESS**. Family members' main residence location.

f. **FINANCIAL INSTITUTION ADDRESS**. The address of a financial institution used by the household.

g. **VOTER REGISTRATION ADDRESS**. Voter registration card addresses.

D. WORKFORCE HOUSING FORMULA AND FEES. Unless exempted by this Division, additions or remodels to existing residences of more than 500 square feet, and all residential, commercial and industrial construction for which a Building Permit is required to pay after June 13, 2006, the Workforce Housing Fee schedule, adopted and amended from time to time by the ~~Board~~BOCC, shall apply as follows:

1. **RESIDENTIAL DEVELOPMENT.** Workforce Housing Fees for single-family residences, multiple-family residences, manufactured homes, secondary residences that are not integrated secondary residences, and sleeping quarters, are identified in the adopted fee schedule.

2. **COMMERCIAL AND INDUSTRIAL.** Workforce Housing Fees for commercial and industrial construction are identified in the adopted fee schedule.

SECTION 9-604: INCENTIVES TO PROVIDE ESSENTIAL HOUSING

A. REQUIRED INCENTIVES. Notwithstanding any other requirements of this *Resolution*, the decision-making body shall provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing:

1. **EXPEDITED REVIEW PROCESS FOR ESSENTIAL HOUSING PROJECTS.** Conforming and complete applications submitted pursuant to this Division generally shall be given priority over other applications that are being reviewed by staff, the Planning Commission or the ~~Board~~BOCC. At each phase of its review, each application shall be placed on the first scheduled Commission or ~~Board~~BOCC agenda for which it can be properly noticed.

2. **INCREASE IN ALLOWABLE RESIDENTIAL LIVING AREA**. An increase of 15 percent in maximum residential living area, within a primary residence, allowed pursuant to *Section 13-105: C.: Parcels Smaller Than 6,500 Sq. Ft.*, and *Section 13-105: D.: Parcels Equal To or Larger Than 6,500 Sq. Ft.* when a secondary residence is included that is deed-restricted as an Essential Housing residence.

3. **INCREASE IN BUILDING HEIGHT**. An increase of 25 percent in the maximum structure height allowed pursuant to *Section 13-103: G.: Allowed Structure Heights,* when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for additional and/or larger residences and that are deed-restricted pursuant to this Division.

4. **REDUCED SETBACK REQUIREMENTS**. An exception pursuant to *Section 13-104: Setbacks from Property Lines and Rights-of-Way* shall be allowed by reducing front setbacks to 15 feet, and side/rear setbacks to 10 feet, subject to approval by the applicable fire protection district.

5. **DEFERRED FEES.** Fees for Essential Housing residences may be deferred as follows:

   a. **PROJECTS THAT INCLUDE CONSTRUCTED ESSENTIAL HOUSING RESIDENCES.** A proposed land use change includes the construction of Essential Housing Residences, and the installation of infrastructure to service them. The applicable decision-making body may defer all related County fees, such as Building Permit Fees, ISDS Permit fees, Access Permit fees, and Reclamation Permit fees for Essential Housing that is to be constructed by the Land Use Change Permit applicant, until the applicant receives a Certificate of Occupancy for each of the constructed residences. Payment of fees may be in whole for all the residences in the development when a Certificate of Occupancy is obtained for the first residence, or in part for each residence at the time each residence receives a Certificate of Occupancy thereafter.

   b. **PROJECTS IN WHICH UNIMPROVED LOTS WILL BE SOLD FOR FUTURE CONSTRUCTION.** In Essential Housing Projects in which construction of individual single-family or multiple-family residences will be accomplished by persons who purchase lots within the Project, fees for each Building Permit may be deferred until each Essential Housing residence receives a Certificate of Occupancy.

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

   a. **STANDARDS THAT CANNOT BE MODIFIED.** The following standards shall not be waived:

      1. ***SECTION 11-103****: Development in Areas subject to Flood Hazards.*

2. ***SECTION 11-104****: Development in Areas subject to Geologic Hazards.*
3. ***SECTION 11-107****: Protection of Water Quality*.
4. ***SECTION 12-105****: Water Supply.*
5. ***SECTION 12-106****: Sewage Disposal/Wastewater Treatment.*
6. ***SECTION 12-107****: Fire Protection.*
7. ***SECTION 11-109****: D: Domestic Animal Controls*; and *Section 11-106:* F. 6.: *Domestic Animal Controls.*
8. ***SECTION 13-107****: Installation of Solid Fuel-Burning Devices.*
9. ***SECTION 13-114****: Exterior Lighting*.
10. *SECTION **13-106****: Energy and Resource Conservation*.

B. POSSIBLE ADDITIONAL INCENTIVES. Notwithstanding any other requirements of this *Resolution*, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing:

1. **REDUCED PARKING SPACE REQUIREMENTS**. A reduction in the number of parking spaces required pursuant to *Section 13-110: Off-Road Parking and Loading,* depending upon location, bedroom mix, the availability of public transit and other pertinent factors.

2. **REDUCTION IN REQUIRED AMOUNT OF OPEN SPACE.** A reduction in the amount of open space required pursuant to *Section 13-108: Open Space and Recreation Areas.*

ARTICLE 10:
LOCATIONAL STANDARDS

SECTION 10-101: PURPOSE

This Article establishes improvement standards that are intended to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights, to encourage development in areas closest to existing population centers, to foster growth that is orderly and reasonable in its rate and location, and is compatible with existing uses, and to promote the use of existing infrastructure.

SECTION 10-102: LOCATIONAL STANDARDS FOR RESIDENTIAL DEVELOPMENT

A. APPLICABILITY. Any application for a new subdivision shall be subject to the requirements of this Section.

1. **EXEMPTION FOR PARCELS PART OF AGRICULTURAL OPERATION**. A new subdivision on a parcel on which an agricultural operation is conducted and that creates one new lot in addition to the existing parcel shall be exempt from the requirements of this Section except that subdivisions may not be obtained sequentially to avoid compliance with this Section. One such exemption per parcel shall be allowed every five years.

B. LOCATIONAL STANDARDS. In addition to all applicable standards of this *Resolution*, An application for a new subdivision shall initially be reviewed for its location relative to existing development and shall be located:

1. **ADJACENT TO EXISTING POPULATION CENTER**. Adjacent to the established population centers of Somerset, Ohio City, Almont or Crested Butte South or the incorporated municipalities of Gunnison, Crested Butte, Mt. Crested Butte, Pitkin or Marble, or to a subdivision that is served by a central wastewater treatment system that was platted and approved pursuant to the requirements of the former *Gunnison County Land Use Resolution*;

2. **WITHIN A MUNICIPAL THREE MILE PLAN AREA.** Within a municipal Three Mile Plan area;

C. 3. LOCATION RESULTS IN NO SIGNIFICANT NET ADVERSE IMPACT TO THE NEIGHBORHOOD. When the e applicant has demonstrated that a proposed residential development cannot satisfy the locational standard, the location may be approved if the BoardBOCC finds that in addition to meeting all of the applicable requirements of this *Resolution*, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood lands or land uses, wildlife, visual quality, air or water quality, including impacts caused by a proliferation of On-Site Wastewater Treatment Systems and/or individual water wells.

SECTION 10-103: RESIDENTIAL DENSITY

A. PURPOSE. The purpose of this Section is to prevent sprawl and leapfrog development and to allow for flexibility in residential subdivision design.

B. APPLICABILITY. Any application for a proposed subdivision shall be subject to the requirements of this Section.

1. **EXEMPTION FOR PARCELS PART OF AGRICULTURAL OPERATION**. A new subdivision on a parcel on which an agricultural operation is conducted and that creates one new lot in addition to the existing parcel shall be exempt from the requirements of this Section except that subdivisions may not be obtained sequentially to avoid compliance with this Section. One such exemption per parcel shall be allowed every five years.

C. PRIMARY RESIDENTIAL LOT SIZE AND DENSITY STANDARDS. Residential lot sizes and density of a land use shall change shall initially be reviewed relative to existing development.

1. **COMPLIANCE WITH MUNICIPAL THREE MILE PLAN AREA**. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply; and

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2. **DETERMINATION OF DENSITY CONSIDERS SEWAGE DISPOSAL REQUIREMENTS**. Location, configuration, and the final maximum density of lots one acre or larger in a proposed development shall be determined subject to feasibility of use of an On-Site Wastewater Treatment System pursuant to the *Gunnison County On-Site Wastewater Treatment System Regulations*. In no case shall any lots smaller than an acre be allowed in a new subdivision unless served by a central or regional wastewater treatment system, and

3. **LOT SIZE AND LOT DENSITY CONSIDERATIONS.** Unless exempted pursuant to *Section 10-103: B.1.: Exemption for Parcels on Agricultural Operation,* lot size and lot density shall be substantially similar to neighborhood parcels unless the standards of either (a) or (b) are met:

   a. **CONDITIONS ARE APPROPRIATE FOR SMALLER LOTS OR GREATER DENSITY**. The project shall be considered for smaller lots or greater density when all of the following four requirements are met:

      1. **DEVELOPMENT SERVED BY PUBLIC WASTEWATER TREATMENT SYSTEM.** The development is or will be served by a public wastewater treatment system, by approval of the subject application pursuant to *Section 12-106: Sewage Disposal/Wastewater Treatment*.

      2. **DEVELOPMENT SERVED BY OTHER SERVICES AND FACILITIES.** To the maximum extent feasible, the development is or will be served by a public water supply, public transportation and other public services and facilities by approval of the subject application.

      3. **COMPATIBLE WITH NEIGHBORHOOD**. The development is compatible with the neighborhood existing when the Land Use Change Permit application is submitted. Methods of ensuring compatibility may include, but are not limited to:

         a. **PERMANENT COVENANTS TO ENSURE CONTINUED COMPATIBILITY WITH NEIGHBORHOOD USES AND DENSITIES.** The proposed development includes permanent protective covenants that, at a minimum, address the following, to ensure that, if approved, it remains compatible with the neighborhood uses and densities that exist as of the date of approval of the Land Use Change Permit:

            1. **DESIGN STANDARDS**. Building exterior design standards.

            2. **LANDSCAPING**. Landscaping requirements.

            3. **OUTSIDE PARKING AND STORAGE**. Standards and limitations on outside parking and storage.

            4. **COMPATIBILITY OF USES**. Conditions pursuant to *Section 13-119: Standards to Ensure Compatible Uses.*

            5. **BUILDING SIZE**. Building size.

         b. **SITE LAYOUT AND DESIGN.** The proposed development shall locate buildings and lots to minimize to minimize visual impact.

4. IMPACT OF INCREASED DENSITY IS MITIGATED**.** The decision-making body finds that impacts of the increased density have been reasonably mitigated; methods of mitigation may include, but are not limited to:

   a. **ADDITIONAL OPEN SPACE.** The amount of open space included in the proposed development exceeds the amount required by *Section 13-108: Open Space and Recreation Areas* by at least ten percent of the total land designated for residential uses within the development.

   b. **PROVISION OF ESSENTIAL RESIDENCES.** Provision of Essential Residences that equal at least ten percent of the total number of residences, in addition to any other applicable requirements of this *Resolution*.

   c. **CLUSTERING OF RESIDENCES**. Residences are clustered to minimize visual impact and impacts on wildlife habitats as depicted on Wildlife Habitat Maps.

   d. **PARTICIPATION IN PUBLIC TRANSPORTATION SYSTEM**. As applicable, provision of a bus stop or similar facility for use with an existing public transportation system.

   b. **CONDITIONS ARE APPROPRIATE FOR LARGER LOT SIZE OR LESSER DENSITY**. The decision-making body may deny a subdivision proposal that involves lot sizes that are substantially similar to the parcels in the neighborhood if one or more of the following conditions are met:

      1. **LAND CHARACTERISTICS**. The density of the proposed development does not comply with the standards of Article 11: *Resource Protection Standards;* or

2. **PUBLIC WATER SUPPLY AND WASTEWATER TREATMENT ARE NOT AVAILABLE**. Public water supply and wastewater treatment systems are not available or the service providers are unwilling or unable to serve the proposed development; or

3. **EMERGENCY SERVICES ACCESS IS DIFFICULT**. Emergency services including fire, medical and law enforcement are not sufficiently close to the location of the development to provide timely response year-round, response is reasonably expected to be difficult because of access, terrain or weather conditions and require more than currently available equipment or personnel or response time to provide those services, or personnel would be exposed to undue risk; or

4. **SIGNIFICANT NET ADVERSE EFFECT WILL RESULT.** All impacts, including cumulative impacts when there is a reasonable probability that cumulative impacts of the proposed and existing developments will have a significant net adverse effect on neighborhood land and land uses, County or other infrastructure, public health, safety or welfare, or on the environment.

SECTION 10-104: LOCATIONAL STANDARDS FOR COMMERCIAL, INDUSTRIAL AND OTHER NON-RESIDENTIAL DEVELOPMENT

A. APPLICABILITY. This Section shall apply to all proposed commercial, industrial and other non-residential land use changes except for the following:

1. **AGRICULTURAL OPERATIONS.** Agricultural operations, including farm or ranch stands.

2. **PUBLIC FACILITIES OR UTILITIES**. Essential public facilities including fire protection, emergency medical service or law enforcement facilities and utilities shall be exempt, if the decision-making body finds:

   a. **ESSENTIAL TO PUBLIC WELFARE**. That the proposed facilities or utilities are essential to public health, safety and welfare; and

   b. **ALTERNATIVE SITE UNAVAILABLE OR NOT SATISFACTORY**. That suitable alternative sites that meet the standards of this Section are not available, or would not provide a location adequate to provide the necessary services.

B. PRIMARY LOCATIONAL STANDARD. Proposed commercial, industrial and other non-residential development shall be reviewed for its location relative to existing development. In order of priority, this new growth should be located:

1. **ADJACENT TO INCORPORATED MUNICIPALITY.** A proposed commercial, industrial, or other non-residential development should be located adjacent to a municipal boundary on land that qualifies for annexation into the municipality by meeting the criteria of the *Colorado Municipal Annexation Act,* C.R.S. 31-12-101.

2. **CONSISTENT WITH A MUNICIPAL THREE MILE PLAN AREA.** When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply.

C. ALTERNATIVE LOCATIONAL STANDARDS. When the applicant has demonstrated that a proposed commercial, light industrial, industrial or other non-residential development cannot satisfy the primary locational standard, the location may be approved if the ~~Board~~BOCC finds that in addition to meeting all of the other applicable requirements of this *Resolution*, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality, and the proposed use complies with the following:

1. **LOCATIONAL CONSIDERATIONS**.

   a. **NECESSARY LOCATION**. The location is necessary because of specific circumstances including location of minerals, unique transportation needs or geologic conditions; or

   b. **NO SITE IS REASONABLY ATTAINABLE IN OR ADJACENT TO THE NEAREST MUNICIPALITY OR EXISTING PERMITTED BUSINESS OR INDUSTRIAL PARK.** There is no site reasonably attainable within or adjacent to the municipality or existing permitted businesses or industrial park nearest the proposed development site, in an area that qualifies for annexation, or is consistent with a municipal Three Mile Plan area. Evaluation of suitability shall consider size of parcel needed, reasonable availability of necessary utilities and other infrastructure, and the applicant shall provide documentation of comparable sites. Economic

feasibility or practicality of comparable sites may be considered, but shall not be the deciding factor in determining suitability; or

c. **LOCATION WELL-SUITED TO SPECIFIC USE**. The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval; or

d. **NEED OR USE IS WELL-SUITED IN A PARTICULAR AREA.** There is a documented need for the specific use in the proposed location; or

e. **USE IS DESIGNED TO SERVE A SPECIFIC RESIDENTIAL AREA.** The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.

2. **COMPATIBLE WITH EXISTING USES ESTABLISHED IN IMPACT AREA.** The proposed use is compatible with uses established in the impact area.

3. **NO SIGNIFICANT NET ADVERSE EFFECT**. There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.

ARTICLE 11: RESOURCE PROTECTION STANDARDS

SECTION 11-101: PURPOSES

This Article establishes standards to protect the natural resources, wildlife habitat, and agricultural lands of Gunnison County, and to ensure that proposed land use changes avoid, or mitigate the hazards from natural areas that could pose threats to persons and to property. It is designed to achieve the maximum protection of areas that are environmentally sensitive or that provide sensitive wildlife habitat, whether because of the nature, quality, or location of certain natural features. It is also designed to preserve the natural landscape and unique and visually significant land forms (including mountain peaks, ridgelines, hillsides, buttes, and foreground areas including irrigated meadows), and to protect significant or unusual areas of water-land interface (scenic or sensitive stretches of shore, river, and streams, natural springs, wetlands, or other riparian areas), and aquifer recharge areas. The protection of these areas may be achieved by avoiding development in these areas whenever possible, minimizing unavoidable adverse development, and mitigating the impacts of development to the maximum extent feasible.

SECTION 11-102: VOLUNTARY BEST MANAGEMENT PRACTICES

Unless otherwise expressly required by this *Resolution*, applicants are encouraged to utilize best management practices voluntarily.

A. PURPOSES. By utilizing best management practices in its own Projects, and recommending their use in addition to specifying standards and requirements for land use changes, Gunnison County seeks to achieve the following:

1. **IMPROVE WATER QUALITY.** Improve water quality by preventing excessive soil and water loss; prevent sediment and soil-borne pollutants from entering surface water.
2. **PRODUCE OPTIMUM VEGETATION.** Produce plant species appropriate for the ecological site and land use for grazing and browsing animals on grazing land or land converted to grazing land from other uses.
3. **REDUCE SEDIMENT LOADS**. Reduce sediment loads causing downstream damages and pollution.
4. **IMPROVE STREAM QUALITY**. Improve streams for recreation or as a habitat for fish and/or wildlife.
5. **CONTROL UNNATURAL CHANNEL MEANDER**. Control unnatural channel meander that may adversely affect the channel, on-site, upstream, and downstream facilities.
6. **PREVENT LOSS AND DAMAGE**. Prevent the loss of land or damage to utilities, roads, structures, or other facilities adjacent to the channel banks.
7. **MINIMIZE HUMAN IMPACT**. Minimize impacts of human activities in riparian, sensitive and wet areas.
8. **MINIMIZE SOIL EROSION.** Minimize soil erosion and loss of plant nutrients. Maintain mulch and other materials necessary to reduce erosion and sedimentation; rehabilitate areas where an unacceptable level of erosion and/or stream/lake sedimentation is already occurring.
9. **CONTROL WATER LOSS.** Control undesirable water loss either through runoff or leaching, and improve water use efficiency.
10. **IMPROVE WILDLIFE HABITAT.** Maintain or improve habitat conditions for fish and wildlife; restore and maintain fisheries that have been damaged or destroyed by sedimentation.
11. **IMPROVE SOIL QUALITY.** Improve or maintain good physical, chemical and biological conditions of the soil.
12. **MAINTAIN QUALITY OF SENSITIVE AREAS.** Maintain or improve the quality and integrity of sensitive areas including research, natural, scenic, and unstable geologic areas.

B. TECHNIQUES AND GUIDELINES. Practices that can help to achieve these purposes and shall be considered by the County to contribute to the mitigation of impacts may include:

1. **BUFFER STRIPS**. The inclusion and maintenance of buffer strips is desirable between water bodies and residential, commercial or industrial development and livestock grazing, for wildlife migration corridors and water quality.

2. **STREAM PROTECTION.** Stream bank protection and stream channel stabilization and stabilization of critically eroding areas.
3. **NUTRIENT APPLICATION.** Application of nutrients based on vegetation needs, and considering cumulatively the impacts of sources of nutrients (including commercial fertilizer, manure or sludge, irrigation water, composted products), and the areas to which they are applied. Limit potential impacts by:
    a. **ELIMINATING OVER-APPLICATION.** Minimize availability of nutrients for transport by eliminating over-application.
    b. **REDUCE NUTRIENT LOADING.** Reduce nutrient loading to surface and ground water.
    c. **MINIMIZING IMPACTS OF ANIMAL WASTE**. Handling animal waste in a manner that minimizes impacts or potential impacts to surface or ground water, including issues including collection, storage and land application.
4. **USE OF PESTICIDES.** Using a chemical whose intended effect is no greater than that necessary to eliminate pests on a Project site, using the minimum effective rate, and timing the application for the targeted pest.

C. RESOURCES. Gunnison County encourages applicants for Land Use Change Permits to seek assistance and specific information about how to integrate BMP's into Project design from the following:

1. **USDA.** USDA Natural Resources Conservation Service Field Office's *Technical Guide.*
2. **CSU.** Colorado State University Cooperative Extension, including the guide, *Best Management Practices for Colorado Agriculture.*
3. **TIMBER INDUSTRY.** Colorado Timber Industry Association's *Silviculture BMP's.*
4. **COLORADO STATE FOREST SERVICE**. Colorado State Forest Service technical references.
5. **USFS.** U.S. Forest Service's *Watershed Conservation Practices Handbook* and other technical references.
6. **USDI.** USDI Bureau of Land Management technical references.
7. **MOUNTAIN DRIVEWAY BEST MANAGEMENT PRACTICES.** The Colorado Nonpoint Source Council's *Mountain Driveway Best Management Practices Manual.*
8. **WESTERN STATE COLLEGE OF COLORADO**. Western State College of Colorado in Gunnison.
9. **U.S. ARMY CORPS OF ENGINEERS**. The U.S. Army Corps of Engineers.
10. **GUNNISON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT**. The Gunnison County Community Development Department.

SECTION 11-103: DEVELOPMENT IN AREAS SUBJECT TO FLOOD HAZARDS

A. PURPOSES. This Section establishes regulations to prevent the imprudent use and occupation of flood hazard areas and to minimize the threat of flooding to human life and property. This Section addresses development within areas subject to flood hazards that are depicted on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, National Flood Insurance Program and areas that are identified by survey, documented site specific observation, or engineering study as being areas subject to flood hazards, within the 100-year floodplain. Specifically, this Section establishes development standards that are intended:

1. **TO REDUCE FLOOD HAZARDS**. To reduce the hazard of floods to life and property by:
    a. **PROHIBITING USES HAZARDOUS TO LIFE.** Prohibiting certain uses that are hazardous to life or property in time of flood from locating in the floodplain;
    b. **RESTRICTING USES HAZARDOUS TO HEALTH.** Restricting the development of certain uses in the floodplain that are hazardous to public health in time of flood;
    c. **RESTRICTING USES SUSCEPTIBLE TO FLOOD DAMAGE.** Restricting the development of certain uses in the floodplain that are especially susceptible to flood damage, so as to alleviate hardship and eliminate demands for public expenditures for relief and protection;
    d. **REQUIRING PERMITTED USES TO BE FLOOD PROOFED.** Require permitted floodplain uses, including public facilities that serve such uses, to be protected against floods by requiring flood proofing and general flood protection at the time of initial construction.

2. **TO PROTECT RESIDENTS IN FLOODPLAIN AREAS.** To protect those who may occupy areas of the floodplain by:

   a. **REGULATING CONSTRUCTION.** Regulating the manner in which structures and developments designed for human occupancy may be constructed and developed to minimize danger to human life within them;

   b. **REGULATING WATER SUPPLY AND WASTEWATER TREATMENT SYSTEMS.** Regulating the method of constructing water supply and wastewater treatment systems to prevent disease, contamination and unsanitary conditions resulting from flood inundation;

   c. **REGULATING ROADS AND BRIDGES**. Regulating the location and method of constructing roads and bridges so as to prevent damage during flooding;

   d. **REQUIRING INFORMATION TO BE MADE AVAILABLE TO THE PUBLIC.** Requiring the requirements of this Section and maps delineating floodplain areas to be available to the public to protect people from purchasing floodplain lands for purposes that are not suitable.

3. **TO AVOID UNNECESSARY EXPENDITURE.** To protect the public from the burden of avoidable financial expenditures for flood control and relief by:

   a. **MINIMIZING DAMAGE**. Regulating uses and construction methods within floodplain areas. Providing for patterns of development and methods of construction that will minimize the probability of damage to property and loss of life or injury to the occupants of flood hazard areas.

4. **TO PROTECT FLOODPLAIN STORAGE CAPACITY**. To protect the storage capacity of floodplains and to assure retention of sufficient area to convey flood flows that can reasonably be expected to occur by:

   a. **REGULATING ACTIVITY IN DRAINAGE CHANNELS**. Regulating filling, dumping, dredging, and alteration of drainage channels;

   b. **PROHIBITING ENCROACHMENTS**. Prohibiting excessive encroachments.

B. **REPEAL OF THE *GUNNISON COUNTY FLOOD DAMAGE PREVENTION RESOLUTION*.** This Section repeals and replaces the requirements adopted in the *Gunnison County Flood Damage Prevention Resolution*. All rights and liabilities that accrued by actions taken pursuant to that resolution are preserved and may be enforced.

C. **STRUCTURES AND USES THAT ARE SPECIFICALLY NOT IN CONFORMANCE WITH THIS SECTION**.

1. **LEGAL BEFORE THE EFFECTIVE DATE OF THIS *RESOLUTION*.** The use of any structure or land within the 100-year floodplain that was legal before the application of the requirements of the *Gunnison County Flood Damage Prevention Resolution*, or as it was amended, but that does not conform to the requirements of this Section may be continued subject to the following conditions:

   a. **EXPANSION SHALL COMPLY.** No such structure or use may be expanded or enlarged unless the expansion or enlargement complies with the requirements of this Section. When a structure, including a manufactured home, has been damaged so that the market value of repair or replacement does not exceed 50 percent of the market value before the damage occurred, the structure may be restored to its size before the damage occurred. Such reconstruction shall be constructed pursuant to this Section, and shall not be deemed to be a substantial expansion or enlargement. Any restoration or replacement of a structure, including a manufactured home, damaged to an extent exceeding 50 percent of its market value before the damage occurred shall be deemed a substantial expansion or enlargement, and the entire structure shall be protected pursuant to this Section.

   b. **REPLACEMENT MANUFACTURED HOME SHALL COMPLY.** Whenever an existing manufactured home, that is nonconforming or is located in a nonconforming manufactured home park or subdivision, in the 100-year floodplain, is replaced by a new manufactured home, regardless of the reason for the replacement, the new manufactured home shall comply with the requirements of this Section.

   c. **SUBSTANTIAL IMPROVEMENTS SHALL COMPLY**. If any person makes substantial improvement to any nonconforming structure or use, that person shall permanently change the structure or use to conform to the requirements of this Section.

D. **ADOPTED FLOOD INSURANCE STUDY. ADOPTED FLOOD INSURANCE STUDY.** The ~~Board~~BOCC hereby affirms Gunnison County's adoption of the Flood Insurance Study of Gunnison County, Colorado, and Incorporated Areas, May 16, 2013, published by FEMA for purposes of designating flood hazard areas within the unincorporated areas of Gunnison County and implementing floodplain regulations. This adoption includes all Flood Insurance Rate Maps (FIRM) and flood profiles included or referenced in the Flood Insurance Study.

E. OFFICIAL MAPS.

1. **DESIGNATION OF OFFICIAL MAPS.** The Flood Insurance Rate Maps and Flood Insurance Study prepared and published by FEMA for the unincorporated areas of Gunnison County are hereby designated as official flood maps, with the following qualifications:

   a. **LETTERS OF MAP AMENDMENT OR MAP REVISION.** Property owners who believe that their land is not located within a flood hazard area or that their land or structures will not be affected by a flood hazard, as shown of the National Flood Insurance Program Maps, may submit a request to the Federal Emergency Management Agency for a Letter of Map Amendment or a Letter of Map Revision. Specific technical requirements regarding the flood hazard are required for the application, which is available in the Community Development Department.

   b. **REVISIONS AND AMENDMENTS SHALL BE NOTED.** If FEMA issues a Letter of Map Amendment or a Letter of Map Revision, and this amendment or revision has not yet been depicted on the most recent edition of the Flood Insurance Rate Maps or Flood Insurance Study, approval of those changes shall be noted on the official map at the approximate map locations where the affected sites are located.

   c. **NEW EDITION OF FLOOD INSURANCE RATE MAPS SUPERSEDES EXISTING MAPS**. Whenever FEMA issues a new edition of the Flood Insurance Rate Maps or a Flood Insurance Study, the maps in the new edition shall constitute the official maps. No additional adoption of those maps shall be required by the ~~Board~~BOCC.

   d. **AVAILABILITY OF OFFICIAL MAPS AND APPROVED CHANGES.** The Community Development Department shall keep the Flood Insurance Rate Maps on file in the Community Development Department, and shall make them available for public inspection. In addition, the Community Development Department shall make available copies of any Letters of Map Amendment or Letters of Map Revision issued by FEMA but not yet depicted on the Flood Insurance Rate Maps. When a Flood Insurance Rate Map has been modified by a Letter of Map Amendment or a Letter of Map Revision, and this amendment or revision is not yet depicted on the map, no copy of the map shall be distributed by the Community Development Department to the public without a copy of the Letter of Map Amendment or of the Letter of Map Revision.

   e. **RESPONSIBILITY FOR INTERPRETATION OF OFFICIAL MAPS.** When interpretation of floodplain boundaries is needed to determine whether an applicant is required to comply with the requirements of this Section, the Community Development Director shall be responsible for making those interpretations.

   f. **AREAS NOT MAPPED.** Lands located in areas subject to flood hazards, but not identified on the FEMA Flood Insurance Rate Maps, may be subject to the requirements of this Section.

F. WARNING AND DISCLAIMER. The degree of flood protection intended to be provided by this Section has been determined to be reasonable for regulatory purposes and is based on engineering and scientific methods of study. Floods of greater magnitude may occur and flood heights may be increased by man-made or natural causes, including ice jams and bridge or culvert openings restricted by debris. This Section does not imply that areas outside the floodplain area boundaries or land uses permitted within such areas will be free from flooding or flood damages or that compliance with this Section will prevent any or all damages from flooding.

1. **DEVELOPMENT IN FLOODPLAIN REQUIRES LANDOWNER ACKNOWLEDGEMENT.** As a condition of approval of a proposed land use change in the floodplain, the landowner shall sign the following warning and disclaimer, which shall be included on the Final Plat for a subdivision, and/or within the applicable recorded document that approves the Land Use Change Permit:

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

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

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

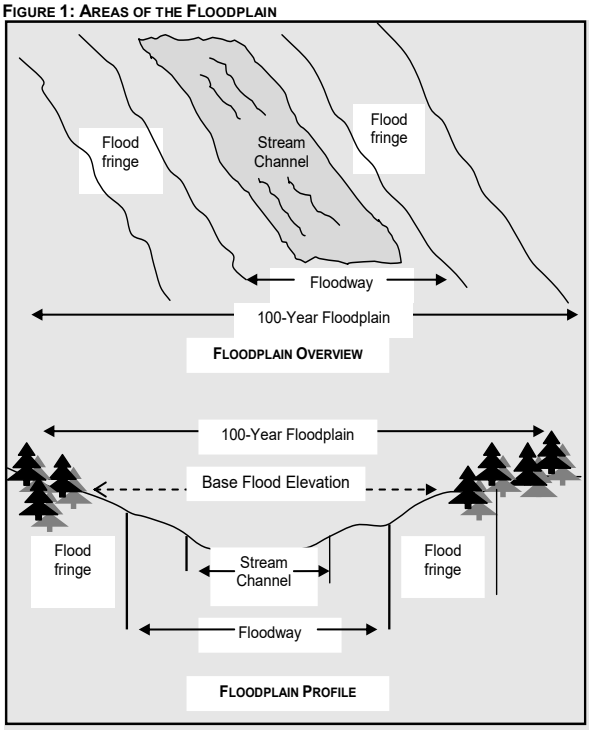
G. APPLICABILITY. The requirements and regulations of this Section shall apply to all lands within the unincorporated area of Gunnison County that are located:

1. **WITHIN AREAS MAPPED AS 100-YEAR FLOODPLAIN.** Within the 100-year floodplain, Zone A (Area of Special Flood Hazard) on the most recent Flood Insurance Rate Maps or Flood Insurance Study prepared and published by FEMA.

2. **WITHIN AREAS SHOWN BY AMENDMENT OR REVISION TO BE WITHIN THE 100-YEAR FLOODPLAIN.** Within the 100-year floodplain as a result of a Letter of Map Revision or Letter of Map Amendment approved by FEMA, but not yet depicted on the Flood Insurance Rate Maps or Flood Insurance Study published by FEMA.

3. **WITHIN AREAS THAT ARE DETERMINED TO BE "FLOOD PRONE".** Within areas that are determined to be "flood prone" on the basis of reliable historical information, topography, vegetation, or other naturally occurring indicators. Flood prone areas may require a detailed hydrologic engineering study in order to define and map the actual 100-year floodplain, to determine site-specific flood elevations and ground elevations, and to distinguish between the floodway and the floodplain. Such maps shall include at a minimum the requirements of Section 11-103: L.1. e: *Maps and Plans.*

FIGURE 1: AREAS OF THE FLOODPLAIN



4. **WITHIN AREAS THAT HAVE BEEN ISSUED A LETTER OF MAP REVISION BASED UPON FILL (LOMR-F).** Areas that have been removed from the floodplain by the issuance of a FEMA Letter of Map Revision.

H. PLAN REQUIRED TO BE SUBMITTED SHOWING DESIGNATED FLOODPLAIN AND IDENTIFYING AVOIDANCE OR MITIGATION MEASURES. When a Land Use Change Permit is sought in areas that have been identified on the Flood Insurance Rate Maps or Flood Insurance Study prepared and published by FEMA for the unincorporated areas of Gunnison County as being in a designated floodplain, a copy of the mapped area, and a narrative indicating how the hazard will be avoided or mitigated pursuant to the general and specific standards of this Section is required to be included as part of the submittal.

I. USES WITHIN THE 100-YEAR FLOODPLAIN. The floodplain is divided into three areas: the stream channel, the floodway and the floodplain (Figure 1: *Areas of the Floodplain*). A site-specific engineering analysis considering flood elevations and ground elevations may be necessary to establish the location of these distinct areas.

1. **USES PERMITTED IN THE FLOODPLAIN**. The following uses shall be permitted in the floodplain, subject to compliance with the applicable requirements this *Resolution*:

a. **AGRICULTURAL USES.** Agricultural uses, including grazing of livestock and production of hay;

b. **RESIDENTIAL ACCESSORY USES**. Residential accessory uses, not involving structures, including lawns, gardens, play areas, open yard areas and driveways;

c. **RECREATIONAL USES**. Recreational uses not requiring permanent or temporary structures designed for human habitation, including parks, public trails, golf courses, driving ranges, wildlife and natural preserves, and areas for fishing and hiking;

d. **UTILITIES**. Utility facilities, including dams, spillways, power plants, transmission lines, and pipelines;

e. **ROADWAYS**. Roads, highways and bridges;

f. **CONSTRUCTION MATERIALS PROCESSING**. Sand and construction materials processing operations;

g. **FLOOD MITIGATION STRUCTURES**. Flood mitigation structures and stream bank stabilization;

h. **RESIDENTIAL STRUCTURES**. Residential structures, provided that the lowest floor of the structure, including the basement, is one foot above the base flood elevation;

i. **NON-RESIDENTIAL STRUCTURES**. Non-residential structures, provided that the lowest floor of the structure is one foot above the base flood elevation; or together with attendant utility and sanitary facilities, complies with requirements of Section 11-103: J. 2: *Construction Materials and Methods.*

2. **USES PROHIBITED WITHIN THE FLOODPLAIN**. The following uses shall be prohibited within the floodplain, even if the use would otherwise be permitted by this *Resolution*:

a. **LOWEST FLOOR**. Any residential structure in which the lowest floor, including the basement, is lower than one foot above the base elevation of the 100-year flood.

b. **SANITARY LANDFILL**. A sanitary landfill or other site used for the storage or disposal of garbage, trash, debris, or similar materials, regardless of whether such storage or disposal is for commercial, governmental, or private purposes.

c. **LUMBER STORAGE**. Any use involving the storage of lumber, trees, logs, or similar materials that, if flooded, could result in substantial solid debris being carried downstream by floodwaters.

d. **STORAGE OF MATERIALS THAT MAY CREATE A HAZARD DURING A FLOOD**. The commercial or private storage or processing of materials that are flammable, explosive, or otherwise potentially injurious to human, animal, or plant life during floods. However, this limitation shall not prohibit private storage of motor fuel in containers that are anchored to protect and prevent flotation during flooding, nor shall motor fuel or heating fuel be prohibited from being stored underground, provided the storage tank is constructed to prevent floodwater contamination by the fuel, regardless of the damage done to above-ground structures.

e. **STORAGE OR STOCKPILING OF MANURE.** Storage or stockpiling of manure that could result in the inundation of manure piles or manure piles being carried downstream by floodwaters.

J. **GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION**. In all areas of flood hazards, the following standards apply:

1. **GENERAL.** For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

2. **ANCHORING.**

a. **NEW CONSTRUCTION**. All new construction and substantial improvement shall be anchored to prevent flotation, collapse, or lateral movement of the structure and capable of resisting the hydrostatic and hydrodynamic loads.

b. **MANUFACTURED HOMES AND MOBILE HOMES**. All manufactured and mobile homes must be elevated and anchored to resist flotation, collapse or lateral movement and capable of resisting the hydrostatic and hydrodynamic loads. In addition to applicable State and County anchoring requirements for resisting wind forces, anchoring must be accomplished as follows:

1. **OVER-THE-TOP TIES**. Over-the-top ties at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, with manufactured homes less than 50 feet long requiring one additional tie per side; or
2. **FRAME TIES**. Frame ties at each corner of the home with five additional ties per side at intermediate points, with manufactured homes less than 50 feet long requiring four additional ties per side;
3. **MINIMUM FORCE CAPACITY**. All components of the anchoring system capable of carrying a force of 4,800 pounds; and shall ensure 15 psi lateral immobility of the home.
4. **ADDITIONS MUST BE ANCHORED**. Similar anchoring of any additions to the manufactured home.

3. **CONSTRUCTION MATERIALS AND METHODS**.
   a. **FLOOD RESISTANT MATERIALS**. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
   b. **FLOOD DAMAGE REDUCING METHODS**. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
   c. **FLOOD-RESISTANT ELEMENTS**. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located to prevent water from entering or accumulating within the components during conditions of flooding.
4. **UTILITIES.**
   a. **WATER SUPPLY SYSTEMS**. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
   b. **WASTEWATER TREATMENT SYSTEMS**. New and replacement wastewater treatment systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
   c. **ON-SITE WASTEWATER TREATMENT SYSTEM**. On-Site Wastewater Treatment Systems shall be located to avoid impairment to them or contamination from them during flooding.
5. **SUBDIVISION DESIGN**. Designs for land use change applications that propose the subdivision of land shall include the following:
   a. **MINIMIZING FLOOD DAMAGE**. All subdivision proposals shall be designed to minimize flood damage;
   b. **UTILITIES LOCATIONS**. All subdivision proposals that have public utilities and facilities including sewer, gas, electrical, and water systems shall locate and construct such systems to minimize flood damage;
   c. **DRAINAGE FACILITIES**. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage;
   d. **BASE FLOOD ELEVATION DATA**. Base flood elevation data shall be provided for subdivision proposals and other proposed developments that contain at least 50 lots or five acres (whichever is less).

K. SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION. In all areas of flood hazards where base flood elevation data has been provided, and areas removed from the flooplain by issuance of a LOMR-F, the following shall apply:

1. **RESIDENTIAL CONSTRUCTION**. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one foot above the base flood elevation.
2. **COMMERCIAL, INDUSTRIAL OR OTHER NONRESIDENTIAL CONSTRUCTION**. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
   a. **IS FLOOD PROOFED.** Be flood proofed so that one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water;

b. **HAVE RESISTIVE STRUCTURAL COMPONENTS.** Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,

c. **HAVE ENGINEER'S CERTIFICATION.** Be certified by a qualified professional engineer licensed in the State of Colorado that the design and methods of construction are in accordance with accepted standards of practice for meeting the requirements of this paragraph. Such certifications shall be provided to the Community Development Department as set forth in this Section.

3. **OPENINGS IN ENCLOSURES BELOW THE LOWEST FLOOR**. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a qualified professional engineer licensed in the State of Colorado or architect or must meet or exceed the following minimum criteria:

a. **MINIMUM NUMBER.** A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

b. **MINIMUM ELEVATION ABOVE GRADE.** The bottom of all openings shall be no higher than one foot above grade;

c. **FLOODWATER ENTRY AND EXIT.** Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **RECREATIONAL VEHICLES.** All recreational vehicles shall be fully licensed and ready for highway use; or meet the floodplain development permit requirements and elevation and anchoring requirements for manufactured/ mobile homes and be on a site fewer than 180 days.

5. **BRIDGES.** All bridges shall include a minimum one foot clearance, between the lowest horizontal member and the base flood elevation.

6. **NO INCREASED RISK.** No structures shall be erected and no activity take place in a manner or location that would increase the risk of flood damage to the property or personal safety of others, or would shift the hazard onto another owner's property.

7. **CRITICAL FACILITY.** All new and substantially improved critical facilities and additions to critical facilities shall have the lowest floor elevated to two feet above the base flood elevation; or be flood proofed to two feet above the base flood elevation.

L. **FLOODPLAIN DEVELOPMENT PERMIT REQUIRED**. A Floodplain Development Permit shall be obtained from the Community Development Department before any development begins within the 100-year floodplain.

1. **FLOODPLAIN DEVELOPMENT PERMIT APPLICATION.** The Community Development Department shall provide and the applicant shall complete an application form for floodplain development that at a minimum shall include:

a. **ELEVATION CERTIFICATE.** A copy of an Elevation Certificate, in a form prescribed by FEMA, with applicable sections completed, including certification by a qualified professional engineer licensed in the State of Colorado, is required for any proposed structure. Colorado Professional Engineers should use methodology acceptable to the Federal Emergency Management Agency, including methods noted in *Managing Development in Floodplains in Approximate A Zone Areas - A Guide For Obtaining and Determining Base (100-year) Flood Elevations,* FEMA publication 265, April 1995.

b. **BUFFER AREA COMPLIANCE.** Evidence of compliance with Section 11-107: *Protection of Water Quality*, if applicable;

c. **WETLANDS PROTECTION COMPLIANCE**. Evidence of compliance with Section 404 of the *Federal Clean Water Act* concerning protection of wetlands, if applicable;

d. **ISDS COMPLIANCE.** Evidence of compliance with the *Gunnison County On-Site Wastewater Treatment System Regulations*, if applicable;

e. **MAPS AND PLANS**. Maps and plans stamped by a qualified professional engineer licensed in the State of Colorado showing:

1. **SITE LOCATION;**

2. **LEGAL DESCRIPTION.** Legal description of parcel;

3. **BOUNDARIES.** Boundaries of 100-year floodplain;

4. **WATERCOURSES.** Names and locations of all watercourses, ponds, lakes, and other bodies of water;
5. **ELEVATION**. Elevation in relation to mean sea level of the lowest floor (including basement) of all new or substantially improved structures, and a statement whether or not they structures contain basements;
6. **PROPOSED FLOOD PROOFING.** Proposed elevations in relation to mean sea level that structures will be, or have been flood proofed, if applicable;
7. **ROADWAYS.** Location of existing roads and utilities;
8. **WATER SUPPLY.** Existing water supply ditches, irrigation ditches and laterals;
9. **CROSS-SECTIONS**. Typical valley cross-section (where required) showing:
   a. **WATERCOURSE CHANNELS**. Channels of any watercourses;
   b. **FLOODPLAIN LIMITS**. Limits of floodplain adjoining each side of channel;
   c. **FLOODWAY DELINEATION**. Delineation of floodway, if applicable;
   d. **DEVELOPMENT SITE.** Area to be occupied by the proposed development;
10. **ALTERATION OF WATERCOURSE**. A description of the extent to that any watercourse is proposed to be altered or relocated as a result of the proposed development;
11. **DRAINAGE FACILITIES.** A description of proposed drainage system including, if appropriate, design drawings and construction specifications showing typical sections and noting standards to be applied;
12. **CONSTRUCTION SPECIFICATIONS.** Design and construction specifications for structures, flood proofing, bridges, filling, dredging, grading, channel improvements, storage of materials and utilities, as applicable;
13. **ON-SITE WASTEWATER TREATMENT SYSTEM LOCATIONS.** Location of On-Site Wastewater Treatment System, if applicable;
14. **ADDITIONAL APPLICABLE INFORMATION.** Such additional information as may be required by the Community Development Department, to determine if the requirements of this Section have been or will be fulfilled.

2. **ACTION ON FLOODPLAIN DEVELOPMENT PERMIT APPLICATIONS.**
   a. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.** The Community Development Department shall review all submitted information, shall evaluate the suitability of the proposed use in relation to the flood hazard, and may forward any application to the appropriate Colorado agency, or to an engineering firm of the County's choice, to review the application and provide technical expertise in evaluating the flood potential of a given site.
   b. **COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL OR DENIAL.** If the Community Development Director determines that the application for a Floodplain Development Permit meets the requirements of this Section, ~~he~~ they shall sign and issue the permit and may attach any conditions as deemed necessary to ensure compliance with this Section. If the Director determines that the requirements cannot reasonably be met, the application shall be denied.
3. **APPEAL OF ACTION ON FLOODPLAIN DEVELOPMENT PERMITS.** The applicant, or any affected person aggrieved by a decision on an application for a Floodplain Development Permit, may appeal such decision by filing a written appeal. The appeal shall follow the process outlined in Section 8-103: *Appeals,* and shall be limited solely to the question of the action taken on the Floodplain Development Permit application. The ~~Board~~BOA's decision on such appeal shall be final ~~and~~ but may be subject ~~only~~ to judicial review.
4. **EXPIRATION OF FLOODPLAIN DEVELOPMENT PERMIT**. A Floodplain Development Permit shall expire two years after the date of issuance if the permit holder has not begun construction pursuant to the permit.

M. REQUIREMENT FOR BASE FLOOD ELEVATION CERTIFICATE. A Base Flood Elevation Certificate shall be provided to the Community Development Department before any Building Permit is issued for construction within the 100-year floodplain.

1. **PRE-CONSTRUCTION**. A base flood elevation certificate, completed as required by FEMA, shall be submitted for each structure to be constructed within the 100-year floodplain, and is subject to review and approval by the Community Development Department before any grading or Building Permit is issued for the structure.
2. **POST-CONSTRUCTION**. After completion of each structure constructed within the 100-year floodplain, the remaining applicable Sections of the elevation certificate shall be completed by the applicant and is subject to review and approval by the Community Development Department before a Certificate of Occupancy is issued.

N. VARIANCES FROM THIS SECTION. Any property owner seeking relief from the requirements of this, other than Section 11-103.: ~~H~~I. 1. *Uses Permitted in the Floodway* and Section 11-103: ~~H~~I.2. *Uses Prohibited in the Floodway* may file a variance request to the ~~Board~~BOA.

1. **USES FOR WHICH VARIANCES MAY BE GRANTED**. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that the requirements for a Floodplain Development Permit and Federal 404 permit are met.
2. **APPLICATION FORM FOR VARIANCE**. The Community Development Department shall provide an application form for variance from this Section. At a minimum, the form shall include:
   a. **APPLICANT**. The applicant's name, address, telephone and fax numbers, and e-mail address, if applicable. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and telephone number.
   b. **PROPERTY OWNER**. Name of the owner of the property; if different than the applicant, submit a notarized letter from the owner consenting to the application, must be submitted.
   c. **PRIMARY CONTACT PERSON/AUTHORIZED REPRESENTATIVE**. Name of the primary person and/or authorized representative with whom the Planning Office should be communicating.
   d. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property, and/or a metes and bounds description should be included.
   e. **PRESENT LAND USE**. Identify present land uses and locations and sized of structures that exist on the property.
   f. **DESCRIPTION OF VARIANCE REQUESTED**. A description of the requested variance, citing this Section and the specific section from which the variance is requested and why the variance is requested. The applicant shall also address how the request meets the standards of Section 11-103: N. 6: *Criteria for Evaluating Variance Requests.*
3. **COMMUNITY DEVELOPMENT DEPARTMENT REVIEW AND REPORT**. The Community Development Department shall review the application, and prepare a report that, at a minimum, describes the proposed application for variance, its compliance with Section 11-103: N. 6.: *Criteria for Evaluating Variance Requests*, and that includes copies of, or reference to, engineering reports or similar data that address the application.
4. **MEETING WITH ~~BOARD~~BOCC**. Once a completed application is received, a meeting will be scheduled on the next available ~~Board~~BOCC agenda. No public hearing is required.
   a. **COMMUNITY DEVELOPMENT DEPARTMENT REPORT**. The Community Development Department shall present its report.
   b. **APPLICANT PRESENTATION**. The applicant shall, at his/her choice, present the application for variance, and the reasons for requesting it.
5. **~~BOARD~~ BOCC DECISION**. The ~~Board~~ BOCC shall make a decision to deny, approve, or approve with conditions, having considered Section 11-103: N. 6: *Criteria for Evaluating Variance Requests*, and having made relevant findings based on Section 11-103: N. 7: *Findings for Approval of Variance Requests.*
6. **CRITERIA FOR EVALUATING VARIANCE REQUESTS**. In reviewing variance requests, the ~~Board~~ BOCC shall consider all technical evaluations, all relevant factors, the requirements and standards in this Section, and the following:
   a. **POTENTIAL FOR DEBRIS TRANSPORT**. The danger that materials may be carried by flood waters onto other lands to the injury of others;

b. **HAZARD TO LIFE AND PROPERTY**. The danger to life and property due to flooding or erosion damage;

c. **SUSCEPTIBILITY TO FLOOD DAMAGE**. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. **VALUE OF FACILITY TO THE COMMUNITY.** The importance of the services provided by the proposed facility to the community;

e. **IMPORTANCE OF LOCATION**. The necessity of a waterfront location, where applicable;

f. **COMPATIBILITY.** The compatibility of the proposed use with existing development;

g. **RELATIONSHIP WITH OTHER PLANS AND PROGRAMS**. The relationship of the proposed use to any adopted area plan, and floodplain management program for that area;

h. **ACCESS SAFETY**. The safety of access to the property in times of flood for ordinary emergency vehicles;

i. **CHARACTERISTICS OF FLOODING**. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

j. **PUBLIC COSTS**. The costs of providing governmental services during and after flood conditions, including maintenance and repair of roads, bridges and utilities; and

k. **AVAILABILITY OF ALTERNATIVE LOCATIONS**. The availability of alternative locations not subject to flooding or erosion damage.

7. **FINDINGS FOR APPROVAL OF VARIANCE REQUESTS**. Variances shall be approved by the ~~Board~~BOCC, only upon the following Findings:

a. **THE USE IS A REGISTERED HISTORIC PLACE**. The use is the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Colorado Inventory of Historic Places; or

b. **GOOD CAUSE**. There is good and sufficient cause; and

c. **EXCEPTIONAL HARDSHIP**. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

d. **NO ADDITIONAL THREATS TO PUBLIC SAFETY**. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense; and

e. **COMPLIANCE WITH OTHER REGULATIONS**. There is no conflict with other codes or regulations adopted and administered by Gunnison County; and

f. **ONLY METHOD TO AFFORD RELIEF**. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and

g. **REQUEST IS NOT A SELF-IMPOSED HARDSHIP**. A determination that the special circumstances and conditions have not resulted from any act of the applicant, or his/her predecessor.

8. **NOTICE TO APPLICANT**. Any applicant to whom a variance is granted shall be given written notice that the structure will not be permitted to be built with a lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest flood elevation.

9. **EFFECTIVE DATE FOR VARIANCES**. The variance shall become effective as of the approval date.

10. **EXPIRATION OF VARIANCES**. Variances from the requirements of this Section shall expire two years after the date of approval if the permit holder has not begun construction as permitted by the variance.

O. **RECORD KEEPING REQUIREMENTS**.

1. **ELEVATION CERTIFICATES**. The Community Development Department shall keep on file an elevation certificate for each building constructed or flood proofed, and for which a Building Permit was issued in the 100-year floodplain after the effective date of this *Resolution*.

2. **REPORTING VARIANCES**. The Community Development Department shall report any variances granted in an annual report to FEMA.

3. **LETTERS OF MAP AMENDMENT OR MAP REVISION**. The Community Development Department shall keep on file any Letters of Map Amendment or Map Revision approved by FEMA and not yet depicted on the Flood Insurance Rate Maps or Flood Insurance Study published by FEMA for Gunnison County.

4. **FLOOD STUDIES**. The Community Development Department shall keep on file flood studies for use in implementing the requirements of this Section or as the basis for issuance of a Floodplain Development Permit.

5. **APPEALS AND VARIANCES**. The Community Development Department shall keep on file a record of all actions of appeals and variances from the requirements of this Section, including technical information used as justification for their issuance.

6. **NOTIFICATION OF CHANGES TO WATERCOURSES.** The Community Development Department shall ~~notify adjacent communities, adjacent property owners who may be affected, and the Colorado Water Conservation Board~~BOCC before any alteration or relocation of a watercourse by publishing a notice once in a newspaper of general circulation in Gunnison County and shall submit evidence of such notification to FEMA.

Commented [HS27]: Each hazard section includes a standard referencing this section. This section does not include all potential geologic hazards, so I revised it to be specific to hazard unavoidability and further avoidance.

Commented [MH28]: Unnecessary language given how the sentence is written.

P. ENFORCEMENT OF FLOODPLAIN REGULATIONS. It shall be illegal to erect, construct, reconstruct, alter, maintain or use any structure, or use any land in violation of this Section. Any person, firm or corporation violating any portion of these regulations may be subject to enforcement requirements pursuant to Article 16: *Enforcement*.

SECTION 11-104: DEVELOPMENT IN AREAS SUBJECT TO GEOLOGIC HAZARDS

A. PURPOSE. There are certain lands in Gunnison County that have the potential to pose hazards to human life and safety and to property due to their geologic characteristics. Geologic hazard areas include avalanche areas, landslide areas, rockfall areas, alluvial fans, talus slopes, steep or potentially unstable slopes, Mancos shale, mudflow hazard areas, and faults.

This Section is intended to ensure that development avoids geologic hazard areas whenever possible. Where it is not possible for development to avoid these areas, standards are provided to reduce or minimize the potential impacts of these hazards on the occupants of the property and the occupants of adjacent properties, and to reduce or minimize the environmental impacts of development in these areas.

B. MAPS INCORPORATED. The Gunnison County Geologic Hazard Maps, prepared by the Colorado Geologic Survey, are incorporated into this *Resolution* by Section 1-112: *Use of Maps.* Copies of the maps are available for review by the public in the Community Development Department during normal business hours.

C. APPLICABILITY. The requirements of this Section shall apply to land use changes in the following areas:

1. **AREAS DESIGNATED ON THE GEOLOGIC HAZARD MAPS**. Land use changes on lands that are designated on the Gunnison County Geologic Hazards Maps as avalanche areas, landslide areas, rockfall areas, alluvial fans, talus slopes, steep or potentially unstable slopes, Mancos shale, mudflow hazard areas, and faults.

2. **AREAS NOT INCLUDED, OR NOT DESIGNATED ON THE GEOLOGIC HAZARD MAPS**. Proposed land use changes in areas of the County not mapped on the County's Geologic Hazard Maps and proposed land use changes on lands shown on the maps, but that are not designated as being located in one of the above-listed geologic hazards, and have been identified by Community Development Department onsite observation, or by an evaluation by a qualified professional engineer licensed in the State of Colorado, or other similarly qualified source as potentially being in a geologic hazard area may be reviewed as at least an Administrative Review Project, and to mitigate any applicable geologic hazard pursuant to this Section, before receiving a Building Permit.

D. PLAN REQUIRED TO BE SUBMITTED SHOWING HAZARDS AND IDENTIFYING AVOIDANCE OR MITIGATION. When a Land Use Change Permit is sought in areas that have been identified on the Gunnison County Geologic Hazard maps as being in a geologic hazard area, a copy of the mapped area, or in areas identified in Section 11-104: C. 2: *Areas Not Included, or Not Designated on the Geologic Hazard Maps*; and a narrative indicating how the hazard will be avoided or mitigated pursuant to this Section is required to be included as part of the submittal.

E. REFERRAL TO COLORADO GEOLOGIC SURVEY. When a Land Use Change Permit is sought in areas that have been identified on the Gunnison County Geologic Hazard Maps as being in a geologic hazard area, the Community Development Department shall submit the application to the Colorado Geological Survey (CGS), for review and comment. The application will be subject to that agency's standard process and fee schedule.

1. **REVIEW BY CGS**. As statutorily required by the State, CGS will review the application and provide comments to the Community Development Department. The purpose of this review is to make use of the expertise and judgment of CGS to evaluate the potential impacts of these hazards on development, and to determine the appropriate avoidance or mitigation techniques that should apply to the proposed development.

2. **DETERMINATION BY CGS.** If CGS determines there are geologic hazards on the property that have not been adequately addressed by the applicant, or that the application is otherwise incomplete or inadequate, the County shall require the applicant to revise the application to address those hazards.

F. STANDARDS APPLICABLE TO LAND USE CHANGES IN ALL GEOLOGIC HAZARD AREAS. The following standards shall apply to land use changes in all geologic hazard areas:

1. **RESIDENTIAL BUILDING IN AVALANCHE RED ZONE IS PROHIBITED**. Residential building shall be prohibited in the Red Zone areas of avalanche.

2. **USES CAUSING UNDUE DANGER OR SUBSTANTIAL PUBLIC EXPENSE ARE PROHIBITED**. Any land use change proposed in geologic hazard areas that subject people (including emergency service personnel and residents of neighboring properties) to undue dangers, or that will possibly result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

3. ~~**DEVELOPMENT IN AVALANCHE BLUE ZONES, ROCKFALL, LANDSLIDE, ALLUVIAL FANS AND MUDFLOW HAZARD AREAS, FAULTS AND TALUS SLOPES**~~**HAZARD AVOIDANCE.** A land use change may be permitted in ~~the Blue Zone of an avalanche hazard area, or in a rockfall, or landslide hazard area, alluvial fan, mudflow hazard areas, faults or talus slope~~a geologic hazard area~~,~~ when the applicant demonstrates that:

   a. **HAZARD CANNOT BE AVOIDED.** The land use change cannot avoid the hazard area because there are no hazard-free areas on the property, or no hazard-free routes to provide access to the development; and

   b. **RESTRICTED TO LEAST HAZARDOUS AREAS**. The land use change has been restricted to those areas on the property that are subject to the least degree of potential hazard and has been located as far away as possible from ~~avalanche paths, landslide paths, rockfall paths, mudflow or alluvial fans, or faults~~the identified hazard(s).

4. **LIMITATIONS ON USES AND DENSITY**. When there are no hazard-free areas on a property or no hazard-free routes to provide access, then to prevent or minimize potential dangers, the land uses shall be subject to the following mitigation standards:

   a. **HAZARDS WILL BE MITIGATED**. Site planning and engineering techniques will substantially mitigate any potential hazards to public health, safety and welfare;

   b. **NOT INITIATE OR INTENSIFY ADVERSE NATURAL CONDITIONS**. The proposed development activities will not cause or intensify adverse natural conditions in a geologic hazard area;

   c. **COMPLY WITH GENERALLY APPLICABLE STANDARDS**. The land use change will comply with this Section; and

   d. **COMPLY WITH STANDARDS FOR PARTICULAR HAZARD**. The land use change will comply with the applicable standards for the particular type of hazard, in Section 11-104: G: *Standards Applicable to Development in Particular Geologic Hazard Areas.*

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

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

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

6. **DESIGN BY A QUALIFIED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO OR OTHER QUALIFIED PROFESSIONAL**. When the collection and submittal of data, and design of structural or mechanical elements are required by this Section, the data and design ~~shall be~~ shall be based on site-specific geo-technical analysis and recommendations certified by a qualified professional engineer licensed in the State of Colorado, or by a qualified professional geologist.

7. **MEASURES REQUIRED BEFORE OR DURING INITIAL CONSTRUCTION**. When an applicant is permitted to develop in an area that is subject to geologic hazards, the applicant shall construct, install, or otherwise provide all required measures to mitigate the geologic hazards to the maximum extent feasible before or at the time of initial construction. This requirement shall also apply to the roads and utilities that serve permitted uses.

G. STANDARDS APPLICABLE TO DEVELOPMENT IN PARTICULAR GEOLOGIC HAZARD AREAS. All land use changes in areas identified as geologic hazards in 11-104: C: *Applicability*, or in areas determined to be geologic hazards, pursuant to Section 11-104: E. 2: *Determination by CGS,* shall comply with Section 11-104: F: *Standards Applicable to Land Use Changes in All Geologic Hazard Areas*, and with the following hazard-specific requirements and standards:

1. DEVELOPMENT IN AVALANCHE HAZARD AREAS. Development shall permitted to occur in avalanche hazard areas only when the applicant demonstrates that the development cannot avoid such areas, pursuant to Section 11-104:F.3: *Hazard Avoidance* and that it complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist specializing in avalanche hazard area identification and analysis, and approved by the County:

a. AVALANCHE PATH DELINEATION AND HAZARD DESIGNATION. When development is proposed in or adjacent to potential avalanche paths, as determined by Gunnison County, the magnitude and frequency of the avalanche path affecting the development shall be defined as follows:

1. **RED (HIGH HAZARD) ZONE**. The Red Zone is an area affected by avalanches with return periods of 30 years or less and/or by avalanches producing impact pressures on flat surfaces normal to the flow direction of 600 lbs./ft.^{2} or more. Residential building construction shall be prohibited in Red Zones; driveways and subdivision roads shall avoid areas where avalanches have return periods of fewer than 10 years; utilities shall be buried or otherwise designed to minimize avalanche exposure.

2. **BLUE (SPECIAL ENGINEERING) ZONE.** The Blue Zone is an area affected by avalanches with return periods of more than 30 but fewer than 300 years and by avalanches capable of producing impact pressures on flat surfaces normal to the flow direction of less than 600 lbs./ft.^{2}. Residential building construction shall be permitted in the Blue Zone only if that construction has been certified by a qualified professional engineer licensed in the State of Colorado to withstand avalanche impact and static loads and that the structure has been otherwise protected by external avalanche-defense structures that have been similarly certified by that engineer, and the following standards have been met:

a. DESIGN LOADING AND OTHER DESIGN CRITERIA. Design-loading criteria and other criteria used to design avalanche defense structures shall be developed on a site-specific basis by the engineer, who must explicitly identify the methods used to develop those criteria.

b. STRUCTURAL BARRIERS. When the proposed location of development alone will not provide adequate protection for people and structures from avalanche hazards, then structural barriers shall be placed in the avalanche starting zone, track or runout zone (including, but not limited to excavations, berms, dams, retaining structural walls, direct protection structures and similar devices), or accepted avalanche diversion or control practices shall be used.

1. DESIGN. All proposed structural barriers shall be designed to withstand snow creep and vertical forces, avalanche impact and deposition forces, and air pressures. The proposed locations, dimensions, and specifications of those structural barriers shall be included in the application. The dynamic characteristics of the design avalanche upon which the structural design is based shall be specified, including avalanche runout distance, velocity, flow depth, density and impact pressure potential.

c. DIVERTED PATH. If an application proposes to divert potential avalanches from the proposed development or in any manner alter an existing avalanche path, the plans shall clearly show the anticipated path the diverted avalanche is expected to follow.

b. RISK OF HAZARD SHALL NOT BE INCREASED. No device to be constructed as a barrier against potential avalanches or alteration of an existing avalanche path shall be designed in a manner or location that would increase the risk of avalanche damage to the property or personal safety of others, or would shift the hazard onto another owner's property.

c. ROADS SHALL AVOID AREAS OF RETURN FEWER THAN TEN YEARS. Roads intended for winter use shall avoid areas where avalanches with return periods of fewer than 10 years cross roads. If it is not possible

to design the road to avoid avalanche hazard areas, then the road shall be designed to limit the exposure of users to the hazard and to use avalanche control practices to reduce the danger along exposed road segments. Where the main access road (whether public or private) to a proposed land use change is crossed by an avalanche path, then a secondary access way may be required, or the road may be subject to periodic or seasonal closures in order to avoid unnecessary exposure to the danger.

d. UTILITIES. All utilities shall be located and constructed to minimize or eliminate the possibility of damage to them by an avalanche. This shall include burying utility lines that cross avalanche hazard areas and protecting above-ground utility facilities located in moderate or high avalanche hazard areas by the use of avalanche barriers or diversion techniques.

e. VEGETATION REMOVAL. Clear-cutting, or other large-scale removal of vegetation in avalanche path starting zones or in other locations that can increase the potential avalanche hazard on the property, shall be prohibited.

f. NOTICE OF HAZARD. In the application, the applicant shall describe the methods to be employed to give notice to the public and to prospective purchasers of the subject property that an avalanche hazard exists, including the following:

1. **WARNING SIGNS**. Placement of warning signs on any road or trail that crosses an avalanche path; and
2. **DEED RESTRICTIONS, PROTECTIVE COVENANTS AND PLAT NOTES.** Proposed deed restrictions, protective covenants, and plat notes identifying special structural requirements to be imposed upon structures built in the development or any seasonal use limitations designed to protect them and their inhabitants from avalanche damage.

g. OWNERS SHALL BE RESPONSIBLE. Property owners who develop in, construct, implement, maintain, improve and bear the cost of their development's proportionate share of all reasonable measures necessary to mitigate any avalanche related hazard created by such development.

h. EXTRACTIVE OPERATIONS. Extractive operations in avalanche hazard areas shall be prohibited when snow is on the ground in the proximity of the operation, unless a program of avalanche control and defense measures has been approved by the County to protect the operation.

2. DEVELOPMENT IN LANDSLIDE HAZARD AREAS. Development shall be permitted to occur in landslide hazard areas only if the applicant demonstrates that the development cannot avoid such areas, pursuant to ~~Section 11-104: F. 3: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: *Hazard Avoidance* and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist.

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a. CONSTRUCTION PRACTICES. When the proposed location of development alone will not provide adequate protection for people and structures from landslide hazards, then the applicant shall also comply with construction practices recommended by a qualified professional engineer licensed in the State of Colorado, or by a qualified professional geologist, and approved by the County to artificially stabilize, support, buttress or retain the potential slide area and to control surface and subsurface drainage that affects the slide area. The proposed locations, dimensions, and specifications of such mitigation measures shall be included in the application.

b. PROHIBITED ACTIVITIES. The following development activities shall be prohibited in landslide hazard areas:

1. **ADD WATER OR WEIGHT**. Activities that add water or weight to the top of the slope, or along the length of the slope, or otherwise decrease the stability of the hazard area. Measures and structural improvements to permanently control surface and subsurface drainage from the development shall be required.
2. **REMOVE SUPPORT MATERIAL**. Activities that remove vegetation or other natural support material that contributes to its stability.
3. **INCREASE STEEPNESS OF SLOPE**. Activities that increase the steepness of a potentially unstable slope.
4. **REMOVE TOE OF LANDSLIDE**. Activities that remove the toe of the landslide, unless adequate mechanical support is provided.

3. DEVELOPMENT IN ROCKFALL HAZARD AREAS. Development shall be permitted to occur in rockfall hazard areas only if the applicant demonstrates that the development cannot avoid such areas, pursuant to ~~Section 11-104: F. 3: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: *Hazard Avoidance* and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist:

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a. CONSTRUCTION PRACTICES. When the proposed location of development alone will not provide adequate protection for people and structures from rockfall hazards, then the applicant shall comply with construction practices recommended by a qualified professional engineer licensed in the State of Colorado, or by a qualified professional geologist, and approved by the County, designed to minimize the degree of hazard. The proposed locations, dimensions and specifications of such practices shall be included in the application, along with requirements for periodic maintenance of any measures that are installed. Construction practices may include:

1. **STABILIZATION**. Stabilizing rocks by bolting, gunite application (cementing), removal of unstable rocks (scaling), cribbing, or installation of retaining walls;
2. **CATCHING, SLOWING OR DIVERTING ROCKS**. Slowing or diverting moving rocks with rock fences, screening, and channeling, damming, or constructing concrete barriers or covered galleries. If an applicant proposes to divert a potential rockfall from the development or to alter an existing rockfall path in any manner, the plans shall clearly specify the dynamics of the design rockfall event upon which the proposed mitigation is based, including rock source area, mass, velocity, bounce height, and energy. When rocks are to be diverted, the plans shall clearly show the anticipated path the diverted rockfall is expected to follow; and
3. **BARRIERS**. Installation of physical barriers around vulnerable structures to prevent rock impact.

b. RISK OF HAZARD SHALL NOT BE INCREASED. No device to be constructed as a barrier against potential rockfall or alteration of an existing rockfall path shall be designed in a manner or location that would increase the risk of rockfall or other damage to the property or personal safety of others, or create an increased hazard, or would shift the hazard onto another owner's property.

c. PROHIBITED ACTIVITIES. The following development activities shall be prohibited in rockfall hazard areas:

1. **ADD WATER OR WEIGHT**. Activities that add water or weight to, or otherwise decrease the stability of, cliffs or overhanging strata.
2. **REMOVE SUPPORT MATERIAL**. Activities that remove vegetation or other natural support material, or that make excavations or cause erosion that will reduce the stability of, or remove underlying support to, a rockfall hazard.

4. DEVELOPMENT IN ALLUVIAL FAN HAZARD AREA. Development shall only be permitted to occur in an alluvial fan only if the applicant demonstrates that the development cannot avoid such areas, pursuant to ~~Section 11-104: F. 3.: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist and approved by the County:

a. PROTECTIVE MEASURES. The proposed development shall be protected, using structures or other measures on the uphill side of the proposed land use change that channelize, dam, or divert the potential mud or debris flow. The dynamics of the alluvial-fan process, including velocity, flow height, discharge, and impact-pressure potential upon which the protective measures are based shall be clearly specified.

b. DISTURBANCE ABOVE ALLUVIAL FAN. Disturbance shall be prohibited in the drainage basin above an alluvial fan, unless an evaluation of the effect on runoff and stability of the fan and on the ground water recharge area conducted by a qualified professional engineer licensed in the State of Colorado, or a qualified professional geologist shows that disturbance is not substantial or can be successfully mitigated.

5. DEVELOPMENT ON TALUS SLOPES. Development shall be permitted to occur on a talus slope only if the applicant demonstrates that the development cannot avoid such areas, pursuant to ~~Section 11-104: F.3: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist and approved by the County:

a. WITHSTAND DOWN SLOPE MOVEMENT. The development shall be designed to withstand down slope movement.

b. BURIED FOUNDATION AND UTILITIES. The design shall include buried foundations and utilities below the active talus slope surface.

c. MINIMIZE SITE DISTURBANCE. Site disturbance shall be minimized, to avoid inducing slope instability.

d. REMOVAL OF TOE OF SLOPE. The toe of a talus slope shall not be removed, unless adequate mechanical support is provided.

6. DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT. Development shall be permitted to occur on slopes greater than 30 percent only if the applicant demonstrates that the development cannot avoid such areas, pursuant to ~~Section 11-104: F. 3.: *Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas*~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist:

a. CUTTING AND FILLING. Cutting, filling, and other grading activities shall be confined to the minimum area necessary for construction and shall comply with the requirements of Section 13-116: *Grading and Erosion Control*, and Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff.*

b. DESIGN SHALL FIT SITE. Development shall be located and designed to follow natural grade, rather than adjusting the site to fit the structure. For example, instead of creating a single flat bench or terrace for a building platform, the structure should instead be stepped up or down the hillside. Roads and driveways built to serve the development shall follow the contours of the natural terrain and, if feasible, shall be located behind existing landforms. When applicable possible, driveways that serve more than one lot are encouraged required, to minimize necessary grading, paving and site disturbance.

c. RECLAMATION OF DISTURBED AREAS. Areas disturbed during development shall be restored as natural-appearing landforms that blend in with adjacent undisturbed slopes. Abrupt angular transitions and linear slopes shall be avoided. Areas disturbed by grading shall be contoured so they can be re-vegetated, and shall be planted and shall have vegetation established and growing within two growing seasons, using species with a diversity of native and/or desirable non-native vegetation capable of supporting the post-disturbance land use. Species planted shall include those that will provide for quick soil stabilization, provide litter and nutrients for soil building and are self-renewing. Top soil shall be stockpiled and placed on disturbed areas. Retaining walls made of wood, stone, vegetation or other materials that blend with the natural landscape should be used to reduce the steepness of cut slopes and to provide planting pockets conducive to revegetation. Where such materials cannot be used, masonry that conveys a scale and texture similar to that of traditional surrounding rock walls shall be used.

d. UTILITIES. Utilities serving the development shall be placed underground, in existing or proposed road rights-of-way, to the maximum extent feasible, unless such placement would cause significant disturbance to a sensitive natural area or feature. Underground utility easements shall have vegetation established and growing within two growing seasons.

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

7. **UNSTABLE OR POTENTIALLY UNSTABLE SLOPES**. If a site is designated on the Gunnison County Geologic Hazard Maps, or are otherwise identified in Section 11-104: C.2.: *Areas Not Included or Not Designated on the Geologic Hazard Maps* as having moderate or extremely unstable slopes, then development shall be permitted only if the applicant demonstrates that the development cannot avoid such areas pursuant to ~~Section 11-104: F. 3.: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with geotechnical design and construction stabilization and maintenance measures as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist and approved by the County. Practices that shall be avoided on unstable slopes include:

a. CUTTING INTO A SLOPE. Cutting into the slope without providing adequate mechanical support;

b. ADDING WATER OR WEIGHT. Decreasing slope stability by adding water or weight to the top of the slope, or along the length of the slope;

c. REMOVING VEGETATION. Removing vegetation from the slope without timely replacement and ensured viability of similar vegetation; and

d. OVER-STEEPENING. Activities that over-steepen the existing grade of an unstable slope.

8. DEVELOPMENT ON MANCOS SHALE. Development in a Mancos shale area shall be designed based upon an evaluation of the development's effect on slope stability and shrink-swell characteristics. Development shall be permitted only if the applicant demonstrates that the development cannot avoid such areas pursuant to ~~Section 11-104: F. 3.: Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with design, construction stabilization, and maintenance measures as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist and approved by the County. At a minimum, development design shall:

- **a. DRAIN AWAY FROM FOUNDATIONS**. Provide positive surface drainage away from foundations and other such facilities; and
- **b. CONCENTRATE RUNOFF INTO NATURAL DRAINAGES**. Concentrate runoff from impervious surfaces into natural drainages, or onto another owner's property, so that no adverse impacts result, either to the development site, or to another owner's property.

9. DEVELOPMENT IN MUDFLOW HAZARD AREAS. Development shall be permitted in a mudflow hazard area only if the applicant demonstrates that the development cannot avoid such areas pursuant to ~~Section 11-104: F.3.: *Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas*~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with mitigating design, construction stabilization, and maintenance measures are used, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist and approval by the County. Such measures may include channelization, diversion dikes, special foundations, and debris catchment basins.

10. DEVELOPMENT OVER FAULTS. Development shall be permitted over faults only if the applicant demonstrates that the development cannot avoid such areas pursuant to ~~Section 11-104: F.3.: *Development in Avalanche Blue Zones, Alluvial Fans and Mudflow Hazard Areas*~~ Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with the design incorporates mitigation measures based on geotechnical analysis and recommendations conducted by a qualified professional engineer licensed in the State of Colorado, or by a qualified professional geologist and approved by Gunnison County.

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

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

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

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

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

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

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

- **1. GENERAL STANDARD**. All new construction, substantial improvement, use, fill, encroachments, alteration, fuel modification or treatment, except utility lines, on or over any portion of a wildfire hazard area, shall be designed so it does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel

composition. Development that subjects persons (including emergency service personnel and residents of neighboring properties) to undue dangers, or that will result in substantial public expenses required to mitigate hazardous conditions, respond to emergencies created by such conditions, or rehabilitate infrastructure or lands, or that cannot otherwise be accomplished in a manner that the applicant demonstrates will be safe, shall be prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11-106: PROTECTION OF WILDLIFE HABITAT AREAS

A. PURPOSE. The natural and scenic resources in Gunnison County, including wildlife, are essential components of the County's economic base and help to establish the rural character of the County. Tourists visit and recreate in Gunnison County because of the quality of these natural resources, including the abundance of wildlife species found in the area. These resources are also a basic element of the quality of life for residents of Gunnison County. The standards in this Section are intended to protect sensitive wildlife habitat areas, to protect biological field research, and to ensure that wildlife remains a part of Gunnison County's natural environment for generations to come. In addition, this Section is designed to:

1. SUSTAIN AND ENHANCE EXISTING POPULATIONS OF GUNNISON SAGE-GROUSE. Sustain and enhance survival of the Gunnison Sage-grouse.

2. PRECLUDE THE NEED TO UP LIST, OR MINIMIZE THE IMPACT OF LISTING OF GUNNISON SAGE-GROUSE AS CANDIDATE SPECIES. Help implement an effective strategy to minimize the impact of listing of the Gunnison Sage-grouse as a candidate for endangered status pursuant to the Endangered Species Act of 1973, or at a minimum, demonstrate the intent of Gunnison County to preserve and protect habitat that will lessen the impact if listing does occur**.**

B. APPLICABILITY. All applications for Land Use Change Permits, including Building Permits, On-Site Wastewater Treatment System Permits, Gunnison County Access Permits, Gunnison County Reclamation Permits, and Land Use Change Permits shall be processed subject to the individual requirements of this Section, and assessed to determine if the location of the proposed activity is within the sensitive wildlife habitat areas designated on the maps referenced in *Section 11-106: C.: Maps Used to Identify Sensitive Wildlife Habitats*.

1. DEVELOPMENT ON INDIVIDUAL LOTS, WITHIN A BUILDING ENVELOPE, IN SUBDIVISIONS APPROVED BY GUNNISON COUNTY. If a building envelope on individual lots in subdivisions approved by Gunnison County that was designated on an approved plat, recorded in the Office of the Gunnison County Clerk and Recorder, and is located in Tier 1 Sage-grouse habitat, the building envelope shall be relocated to avoid or minimize impacts to Gunnison Sage-grouse or their habitat, to the maximum extent feasible. This requirement is general in nature and applicable to property subject to land use regulation by Gunnison County. If it is determined that relocation of the

building envelope is necessary to avoid or minimize impacts to Gunnison Sage-grouse or their habitat, the process to relocate the building envelope shall be handled as an administrative review by the Community Development Department.

C. MAPS USED TO IDENTIFY SENSITIVE AND CRITICAL WILDLIFE HABITATS. The general reference maps used to identify locations of sensitive wildlife habitats. Because maps depicting wildlife habitat are general in nature, and because animal distribution is fluid and animal populations are dynamic, the maps shall be used as "guides" or "red-flags."

1. COLORADO DIVISION OF PARKS AND WILDLIFE MAPS. ~~The Wildlife Resource Information System (WRIS) and Natural Diversity Information Source (NDIS) maps available from the Colorado Division of Parks and Wildlife~~ The Colorado Wildlife Species Map Viewer available on the Colorado Division of Parks and Wildlife website.~~:~~

2. GUNNISON COUNTY MAPS. The Gunnison County *Gunnison Sage-grouse Habitat Map*. The purpose of this map is to place a landowner on notice that a parcel may contain important Sage-grouse habitat areas.

D. INITIAL SITE-SPECIFIC ANALYSIS REQUIRED FOR ACTIVITY PROPOSED ON A PARCEL THAT IS WHOLLY OR PARTIALLY WITHIN GUNNISON SAGE-GROUSE HABITAT. As part of the applicable required permit application review process, the Gunnison County Wildlife Conservation Coordinator, in consultation with the Colorado Division of Parks and Wildlife, shall conduct an initial site-specific analysis of development that is proposed on a parcel that is wholly or partially within Gunnison Sage-grouse habitat.

E. APPLICATIONS FOR LAND USE CHANGE PERMITS, BUILDING PERMITS, ACCESS PERMITS, ON-SITE WASTEWATER TREATMENT SYSTEM PERMITS AND GUNNISON COUNTY RECLAMATION PERMITS ON A PARCEL THAT IS WHOLLY OR PARTIALLY WITHIN GUNNISON SAGE-GROUSE HABITAT. Development located on a parcel that is wholly or partially within Gunnison Sage-grouse habitat that requires a Building Permit, Access Permit, an On-Site Wastewater Treatment System Permit, or a Gunnison County Reclamation Permit.

1. **LOCATION WITHIN GUNNISON SAGE-GROUSE TIER 1 HABITAT.** All applications for Land Use Change Permits, Building Permits, Access Permits and On-Site Wastewater Treatment System Permits and Gunnison County Reclamation Permits shall be reviewed by the Gunnison County Wildlife Conservation Coordinator and shall require consultation with the Colorado Division of Parks and Wildlife.

2. **LOCATION WITHIN GUNNISON SAGE-GROUSE TIER 2 HABITAT.** All applications for Land Use Change Permits, Building Permits, Access Permits, On-Site Wastewater Treatment System Permits and Gunnison County Reclamation Permits shall be reviewed by the Gunnison County Wildlife Conservation Coordinator and may require consultation with the Colorado Division of Parks and Wildlife.

3. **PRE-APPLICATION CONFERENCE**. Owner(s) of land may request a pre-application conference with Gunnison County staff to review Gunnison Sage-grouse issues that reasonably may arise from an application pursuant to this Section. Upon receipt of such request, Gunnison County staff, and as available a representative of the Colorado Division of Parks and Wildlife, will meet with the owner(s) to review such issues and to identify potential solutions. The Community Development Department will coordinate the conference. Gunnison County shall consider the advice of applicant's wildlife biologist/ecologist or a similar qualified expert.

4. **REFERRAL TO GUNNISON COUNTY WILDLIFE CONSERVATION COORDINATOR AND ON-SITE CONSULTATION.** The Community Development Department and the Public Works Department shall forward a copy of the application(s) to the Gunnison County Wildlife Conservation Coordinator. The Gunnison County Wildlife Conservation Coordinator shall determine the habitat type and whether an on-site consultation is required. If an on-site consultation is required the Gunnison County Wildlife Conservation Coordinator shall coordinate and schedule an on-site consultation with the applicant and/or applicant's representative, the Community Development Department, Public Works Department and a representative from the Division of Parks and Wildlife. The purpose of the on-site consultation shall include location of any habitat, identification of site-specific data to inform the review process, and identification of potential mitigation of Sage-grouse related issues..

   a. **TIMELINE FOR REVIEW.** The County shall request that the Colorado Division of Parks and Wildlife submit comments about the application within 21 days after the on-site consultation; when comments are not provided within that time by the Division, the County shall proceed to complete the permit process without those comments.

F. REVIEW, REFERRAL TO COLORADO DIVISION OF PARKS AND WILDLIFE OF MINOR AND MAJOR IMPACT PROJECT APPLICATIONS. The Community Development Department shall refer Land Use Change Permit applications for Minor or Major Impact projects to the local office of the Colorado Division of Parks and Wildlife for that agency's review and comments to make use of the expertise and judgment of that agency in the protection of sensitive wildlife habitat, and its recommendations, if any, to reduce or eliminate adverse impacts to sensitive wildlife habitat

and species that may result from proposed development. It is intended that the Division of Parks and Wildlife will review the application and participate in on-site consultations and provide timely comments to the Community Development Department that identify actions and/or recommendations to reduce or eliminate adverse impacts to wildlife.

1. **MINOR IMPACT PROJECTS.** The Department shall submit a copy of the Minor Impact project application to the Division pursuant to *Section 6-106: E: Request for Review by Other Agencies or Departments*, with a written request that the Division review the application and identify in a written response whether or not the parcel on which the land use change is proposed is located within sensitive wildlife habitat, and issues that it believes appropriate to be addressed during the permitting process. Based upon the Division's knowledge of a specific site, the Division may also recommend that a wildlife habitat analysis be conducted, pursuant to *Section 11-106: F.4.: Wildlife Habitat Analysis of Minor Impact or Major Impact Projects,* which shall be required to be submitted by the applicant before a public hearing is scheduled on the Minor Impact project application.

2. **MAJOR IMPACT PROJECTS.** The Department shall submit a copy of the Preliminary Plan for a Major Impact project application to the Division pursuant *to Section 7-302: C: Review and Comment by Review Agencies,* with a written request that the Division review the application and identify in a written response whether or not the parcel on which the land use change is proposed is located within sensitive wildlife habitat and issues that it believes appropriate to be addressed during the permitting process. If the parcel is located within sensitive wildlife habitat, a wildlife habitat analysis conducted pursuant to *Section 11-106: F.4.: Wildlife Habitat Analysis* shall be submitted by the applicant before the public hearing on the Preliminary Plan is scheduled.

3. **PRE-APPLICATION CONFERENCE FOR MINOR OR MAJOR IMPACT PROJECTS LOCATED ON A PARCEL WHOLLY OR PARTIALLY WITHIN GUNNISON SAGE-GROUSE HABITAT.** A Pre-Application Conference is required for any Minor or Major Impact project located wholly or partially on a parcel within Gunnison Sage-grouse habitat.

4. **WILDLIFE HABITAT ANALYSIS OF MINOR IMPACT OR MAJOR IMPACT PROJECTS**. If Colorado Division of Parks and Wildlife comments indicate that the proposed land use change for a Minor Impact or Major Impact project is within sensitive wildlife habitat, the applicant shall be required to submit a site-specific wildlife habitat analysis. The analysis shall evaluate the relevant physical features of the property, shall make a site-specific determination of the locations of wildlife habitat on the property, and shall describe how the proposed development will comply with *Section 11-106: G.: General Standards for Development in Sensitive Wildlife Habitat Areas*. The analysis shall be prepared by a wildlife biologist/ecologist or similar qualified expert in consultation with the Colorado Division of Parks and Wildlife. It shall be submitted with the Preliminary Plan application for a Major Impact project, or before the public hearing is scheduled on a Minor Impact project, and shall contain the following:

   a. **MAP.** A map of the property shall be submitted, depicting the activity patterns of the wildlife using the sensitive wildlife habitat, identifying, where relevant, migration routes, travel corridors or patterns, nesting, feeding, watering and production areas, and any critical connections or relationships with habitat adjoining, but outside of, the project site. The map shall also identify whether the land immediately surrounding the proposed land use change is privately owned or is public land owned by the U.S. Forest Service, U.S. Bureau of Land Management, Colorado Division of Parks and Wildlife, or other similar agency.

   b. **REPORT.** A report shall be submitted that describes the activity patterns of the wildlife using the habitat, using a scientifically valid time period. It will also identify any species that use the property that are listed by the U.S. Department of the Interior or the State of Colorado as endangered, threatened, or are species of special concern.

      1. **EVALUATE IMPACTS.** The report shall evaluate the potential impacts of the proposed land use change on the sensitive wildlife habitat and the species using that habitat, including whether it could be a threat to the viability of the species, cause a reduction in the diversity of wildlife species in the county, or change the status of its federal or state listing. The report shall identify the types of potential impacts that are anticipated (including stress due to human presence, interference with reproduction, change of migration routes, etc.) and the time periods (spring, summer, fall, winter, year-round, etc.) during which wildlife are expected to be affected by the proposed land use change.

      2. **CUMULATIVE IMPACTS.** The report addressing any Major Impact project (and any proposed land use change classified as a Minor Impact project that the Planning Commission determines requires such evaluation) shall also evaluate the cumulative impacts on wildlife habitat beyond the project site. The report shall also address whether the cumulative impacts of the proposed land use change when added to the past and present impacts of other land use changes, will eliminate, reduce, or

fragment wildlife habitat in the county to the extent that the viability of an individual species is threatened or the diversity of species found in the county is reduced, or the population of a species in the impact area will be significantly reduced.

3. **MITIGATION PLAN.** The report shall include a wildlife habitat mitigation plan that describes how the proposed development will comply with *Section 11-106: G.: General Standards for Development in Wildlife Habitat Areas,* providing detail regarding the avoidance, mitigation, and enhancement techniques, monitoring and performance criteria that will be employed.

G. GENERAL STANDARDS FOR DEVELOPMENT IN SENSITIVE WILDLIFE HABITAT AREAS. All development shall comply with the following standards when it is located on lands designated as sensitive wildlife habitat, including but not limited to parcels located partially or wholly in habitat areas delineated on the Gunnison County *Gunnison Sage-grouse Habitat Map*, and all lands determined to be sensitive wildlife habitat pursuant to Section 11-106: B: *Applicability.*

1. **MITIGATION OF ADVERSE IMPACTS TO SENSITIVE HABITAT.** A proposed land use change must mitigate adverse impacts it causes to lands determined to be sensitive wildlife habitat including but not limited to a Gunnison Sage-grouse habitat. Proposed land use changes that are found to have a significant net adverse impact that cannot be mitigated upon sensitive wildlife habitat, shall be denied.

   a. **CONSIDERATION OF BENEFICIAL EFFORTS**. Gunnison County shall consider, and affirmatively recognize as mitigation in the permitting process, conservation easements/covenants (and similar mechanisms), and documented management agreements/programs accomplished, or to be accomplished, in coordination with the Colorado Division of Parks and Wildlife or other agencies (such as the Natural Resources Conservation Service or the U.S. Fish and Wildlife Service) that are beneficial to ~~the Gunnison Sage-grouse~~sensitive wildlife habitat. Each case will be reviewed on an individual basis to determine if the easement, covenant or deed restriction satisfies all of these standards.

      1. **TERMS OF EASEMENT ARE PERPETUAL AND SATISFACTORY TO COUNTY**. The terms of the existing easement, covenant or deed restriction are perpetual and acceptable to the County.

      2. **PRESERVED LANDS PROVIDE ~~GUNNISON SAGE-GROUSE~~SENSITIVE WILDLIFE HABITAT**. That both the preserved land provides ~~Gunnison Sage-grouse~~sensitive wildlife habitat, and the restrictions imposed by the pertinent easement, covenant or deed restriction are sufficient to justify the determination that adverse impacts have been substantially or wholly mitigated by such preservation.

      3. **ADDITIONAL BENEFITS SUBSTANTIALLY OR WHOLLY MITIGATE ADVERSE IMPACTS.** Additional preservation efforts substantially or wholly mitigate adverse impacts to sensitive wildlife habitat.

2. **IRRIGATION DITCHES.** Pursuant to Colorado law, owners of irrigation ditches have the right to maintain irrigation ditches, headgates and other diversion structures. Gunnison County shall not require mitigation that will interfere with the right of ditch owners to maintain ditches, headgates or other diversion structures.

3. **MITIGATION TECHNIQUES**. Mitigation techniques to protect wildlife species that the County determines may be impacted by a proposed land use change on lands identified in Section 11-106: B: *Applicability,* including, but not limited to:

   a. **LIMITATIONS.** Requirements to avoid sensitive wildlife habitat during seasons the wildlife species use the habitat. When appropriate, the proposal shall include techniques to minimize human intrusion, including, but not limited to:

      1. **BUFFERS.** Visual and sound buffers to screen structures and activity areas from habitat areas through effective use of topography, vegetation, and similar measures.

      2. **LIMITATIONS OF HUMAN ACTIVITIES DURING SENSITIVE TIME PERIODS**. Seasonal avoidance limitations on, or stoppages of intrusive human activities during sensitive time periods, including limiting construction activities and recreational uses during sensitive time periods such as elk migration, elk calving or when sage grouse mating, nesting or brood rearing is occurring on parcels located partially or wholly in habitat areas delineated on the Gunnison County *Gunnison Sage-grouse Habitat Map.*

      3. **LOCATIONAL CONTROLS.** Controls on the location of development, so it does not force wildlife to use new migration corridors, or expose wildlife to significantly increased predation, interaction

with vehicles, intense human activity, or more severe topography or climate, or encircle wildlife habitat with development.

b. WATERING AREAS. Measures to avoid disturbance of waterholes, springs, seepages, marshes, stream beds, stream banks, wetlands, streamside vegetation, ponds, and watering areas to the maximum extent feasible. Catchment basins may be required to prevent stream siltation.

c. HABITAT COMPENSATION. Requirements to develop additional habitat, or to acquire and permanently protect existing habitat to compensate for habitat that is lost to development, in the form of ongoing on-site or off-site wildlife habitat enhancement. Enhancement is the process of increasing wildlife carrying capacity on undeveloped habitat and may include prescribed burns, seeding, brush cutting, and fertilization, as determined to be appropriate by the County, based on the advice of the Colorado Division of Parks and Wildlife or other technical experts.

d. DOMESTIC ANIMAL CONTROLS. Controls on domestic animals within or near areas of sensitive wildlife habitat. Dogs may be prohibited within one-half mile of elk, deer, and bighorn sheep critical winter ranges and winter concentration areas. The number of cats and dogs allowed in a development may also be limited.

1. **DOGS AND CATS PROHIBITED OR CONTROLLED NEAR GUNNISON SAGE-GROUSE HABITAT.** Requirements in the form of conditions of a permit, and/or inclusion within declarations of a subdivision's protective covenants enforceable by Gunnison County, may be required prohibiting, or requiring control by kenneling or other physically-secure methods within Gunnison Sage-grouse lek or within Gunnison Sage-grouse habitat.

e. PROTECTION FROM ANIMAL-BORNE DISEASES. Gunnison County may impose limitations on the introduction or possession of non-native species to lessen the possibility of the introduction of disease to native wildlife populations.

f. CONTROL OF NUISANCES. Controls on lighting, noise, excess use of fertilizers or pesticides, and similar nuisances that could have a significant net adverse effect on Gunnison Sage-grouse habitat and the continued use of the area by other wildlife.

g. DENSITY RELOCATION. Residential development may be clustered to avoid sensitive wildlife habitat.

h. ROAD CONSTRUCTION. Requirements to avoid new road construction through sensitive wildlife habitat.

i. STREAM ALTERATIONS OR DIVERSIONS. Controls on alterations or diversions of streams to retain the character and productivity of the streams. Such alterations will be subject to all applicable local, state and federal codes and regulations.

j. ALTERATIONS OF EXISTING WET MEADOW/SAGE HABITAT INTERFACE AREAS. Controls on alterations of existing wet meadow/sage habitat interface areas.

k. STRUCTURES TO MINIMIZE HAZARDS. Requirements to design, locate, construct and maintain game-proof fencing, one-way gates, game underpasses, or other structures to minimize hazards to wildlife, such as requiring a minimum distance between high-power electric wires to avoid electrocution of eagles.

l. AGENCY ACCESS. Where applicable, the provision of access to Colorado Division of Parks and Wildlife or other applicable agencies to facilitate maintenance of wildlife and wildlife habitat.

H. STANDARDS SPECIFIC FOR DEVELOPMENT PROPOSED ON PARCELS THAT ARE WHOLLY OR PARTIALLY WITHIN GUNNISON SAGE-GROUSE HABITAT. In addition to the standards and mitigation techniques included within this Section, the following standards shall apply specifically to development proposed on a parcel that is wholly or partially within Gunnison Sage-grouse habitat:

1. **DISTURBANCE GUIDELINES**. Development activity shall comply with the GUSG *Disturbance Guidelines in the Gunnison Sage-grouse Rangewide Conservation Plan*, *Appendix 1*, as may be adopted and amended from time to time by the ~~Board~~BOCC.

2. **LIMITATION ON HUMAN ACTIVITIES INCLUDING RECREATIONAL USES DURING GUNNISON SAGE-GROUSE SENSITIVE TIME PERIODS**. Seasonal avoidance or limitations of intrusive human behavior during sensitive time periods, including but not limited to winter and when Gunnison Sage-grouse are mating or raising chicks.

3. **UNDERGROUND UTILITIES REQUIRED NEAR GUNNISON SAGE-GROUSE LEKS**. Utility lines shall be placed underground within Gunnison Sage-grouse habitat, to discourage avian predators.

I. FENCES. Design of fences other than those associated with agricultural operations ~~to~~ shall ensure they do not adversely impact wildlife. Design standards for fences are as follows:

1. **MAXIMUM HEIGHT**. Fences shall not be higher than 42 inches.
2. **MATERIALS.** Fences should be limited to a maximum of three strands or rails. Rail fences should only use rounded rails. Wire fences should not be made of woven wire, unless they are used to enclose sheep or goats. Wire and rail fences shall have a kick-space (distance between the top two wires or rails) of not less than 18 inches that uses wire or rail that has a smooth surface. The top rail should be made of a solid material in heavy use areas, to make it more visible to wildlife.
3. **REMOVABLE SECTIONS**. Fences in migration corridors should have removable sections or openings to allow for seasonal passage of wildlife. The applicant shall be responsible for removing fence sections when migration is occurring and replacing those sections when the season of migration has ceased.
4. **UPGRADING EXISTING FENCES.** As a condition of development approval, applicants proposing land use changes within sensitive wildlife habitat areas should agree to remove or to alter any existing fences on the property to comply with the above requirements.
5. **FENCES AROUND RESIDENCES EXEMPT.** Fences located in the immediate vicinity of a residence shall be exempt from these limitations.
6. **DESIGN AND LOCATION.** Fence location and design should minimize adverse impacts to sensitive wildlife habitat.

J. VEGETATION. Proposed land use changes shall be designed to comply with the recommendations of the Colorado Division of Parks and Wildlife regarding vegetation, and to preserve large areas of vegetation utilized by wildlife for food and cover. Roads shall be located on the edge of wildlife habitat areas, to prevent fragmentation of wildlife habitat. When native vegetation must be removed within habitat areas, it shall be replaced with native and/or desirable non-native vegetation capable of supporting post-disturbance land use. Individuals planting vegetation away from the homesite should consider using vegetation suitable for wildlife cover and food. Vegetation removed to control noxious weeds shall not be required to be replaced, unless the site requires revegetation to prevent erosion or noxious weeds from becoming established.

1. **TIME ALLOTTED FOR REVEGETATION.** Vegetation required pursuant to *Section 13-115: Reclamation and Noxious Weed Control* shall be established and growing within two growing seasons (730 days) of the issue date of the applicable Gunnison County Reclamation Permit.

K. CDOW ACCESS. Where applicable, the applicant shall continue to provide historical access or agreed-upon new access other than the historical access, for the Colorado Division of Parks and Wildlife to manage wildlife and to monitor wildlife activities.

SECTION 11-107: PROTECTION OF WATER QUALITY

A. PURPOSE. The purpose of this Section is to protect the quantity, quality and dependability of water resources in Gunnison County by avoiding development in and adjacent to water bodies and mudflow hazard areas whenever possible, by minimizing adverse impacts of development, including siltation, sedimentation, salinization, runoff, loss of decreed minimum in-stream flows, stream bank erosion and change to existing drainage patterns.

B. RELATIONSHIP TO OTHER SECTIONS. As applicable, of the standards imposed by this Section, and Section 11-103: *Development in Areas Subject to Flood Hazards*, Section 13-116: *Grading and Erosion Control*, and Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff*, the more restrictive shall apply.

C. APPLICABILITY. Unless otherwise exempted, this Section shall apply to all Land Use Change Permit applications that involve uses within 125 feet of water bodies and mudflow hazard areas in unincorporated areas of Gunnison County, except as exempted in Section 11-107: C. 1.: *Exempt,* and Section 11-107: C. 2.: *Partially Exempt.*

1. **EXEMPT.** The following structures, improvements, activities, or areas shall be exempt from all of the requirements of this Section:
   a. **STRUCTURES USED FOR DECREED WATER RIGHT**. Structures or improvements used for the exercise of a decreed water right, including headgates and measuring devices; and
   b. **WETLANDS RESULTING FROM AGRICULTURAL OPERATIONS**. Wetlands and riparian areas created solely by normal and customary agricultural activities; and

c. **PROJECTS PRIMARILY FOR WATER PROTECTION THAT HAVE RECEIVED REQUIRED STATE OR FEDERAL PERMITS**. Projects that have received all applicable permits required by state and/or federal agencies, such as those designed primarily for the enhancement, protection and/or restoration of water body banks or channels, wetlands, riparian areas and/or piscatorial wildlife habitat; and

d. **WATER IMPOUNDMENTS**. Water impoundments that are a component of an approved mineral exploration or extraction Project or construction materials processing Project, and comply with Section 13-118: *Water Impoundments,* and with all applicable federal codes and regulations; and

e. **EMERGENCY FLOOD CONTROL MEASURES.** A structure or other land use change necessary, in an emergency declared by the County Manager to eliminate or reduce potential flood hazards or damage. If it is to be removed, it shall be removed as soon as possible; and

f. **ROADS AND BRIDGES**. Maintenance, repair or replacement of roads, roads that approach bridges, and bridges, existing as of the effective date of this *Resolution*, or constructed thereafter pursuant to this *Resolution* and all other County, state and federal regulations.

2. **PARTIALLY EXEMPT.** The following Projects, classified as Administrative Review Projects pursuant to Section 3-111: *Classification of Impact*, approved pursuant to this *Resolution* are exempt from Section 11-107: D: *Submittal Requirements* but are required to comply with all other requirements of this Section:

a. **A PRIMARY RESIDENCE SMALLER THAN 5,000 SQ. FT. IN AN APPROVED SUBDIVISION**. The development of a primary residence smaller than 5,000 sq. ft. (which may include an attached garage in the calculation of square footage), pursuant to Section 13-105: *Residential Building Sizes and Lot Coverage*, in a subdivision approved by Gunnison County and platted as of the effective date of this *Resolution*; and

b. **LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials,* and limited construction materials exploration, pursuant to Section 9-402: C: *Activities Exempted from Submittal and Review Requirements*; and

c. **UNDERGROUND MINERAL EXPLORATION.** Underground mineral exploration as identified in Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*; and

d. **BOUNDARY LINE ADJUSTMENTS**. An application to adjust the lot line between adjacent parcels or lots that are separately owned; and

e. **LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned; and

f. **CORRECTION OF PLAT**. An application to correct a technical error in a subdivision plat that has been approved and recorded; and

g. **TECHNICAL MODIFICATION**. An application to allow a minor deviation of not more than ten percent from any minimum or maximum numerical standard of this *Resolution*, and that is identified as a category in Section 8-101: *Technical Modifications.*

D. **SUBMITTAL REQUIREMENTS.** In addition to the submittal requirements included in the applicable Land Use Change Permit application, all applications for Projects that are not exempted by Section 11-107: C. 2.: *Exempt* and Section 11-107: C. 3.: *Partially Exempt* shall include the following:

1. **SITE PLAN**. The site plan submitted as part of the application shall include locations of any existing structures, water bodies, hydrologic features or mudflow hazard areas on the site, and including the following items; the Community Development Department may require a field verification of the locations.

2. **PLAN FOR WATER QUALITY PROTECTION**. A site-specific plan for protection of water quality, including:

a. **TOPOGRAPHIC FEATURES, DEVELOPMENT AND PROPERTY LINES.** A map showing existing topography at no greater than 20-foot contour intervals. The map shall highlight existing and proposed slopes greater than 15 percent but less than 30 percent grade and existing and proposed slopes equal to or greater than 30 percent grade, and shall extend a minimum of 100 feet beyond the development site line and show the location of all property lines; and

b. **GRADING PLAN**. A grading plan, addressing the requirements of Section 13-116: *Grading and Erosion Control*. The map shall show elevations, dimensions, locations, extent and slope of all clearing, grading and fills at no greater than 20-foot contour intervals proposed for the development site, including any building sites and driveway grades; and

c. SOIL AND SOIL STOCKPILES. Proposed locations of any stockpiles of soil, gravel, snow or other materials; and

d. EQUIPMENT AND WASTE MATERIAL STORAGE. Location(s) of storage areas designated for equipment, fuel, lubricants, chemical and waste storage with an explanation of spill containment structures to be used on-site; and

e. DRAINAGE FACILITIES. Proposed drainage plan, pursuant to Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff,* including locations of existing and proposed drainage structures, and natural drainage features on land adjacent to the site and within a minimum of 300 feet from the development site line, including, as applicable, road gutters, storm sewers, drainage channels, other water conveyance structures, water bodies, highly erodible soils, unstable stream banks, and mudflow hazard areas; and

f. WATER QUALITY DATA. Water quality data, including designation, classification, and numeric standards as established by the Colorado Water Quality Control Commission, for all water bodies located on the site; and

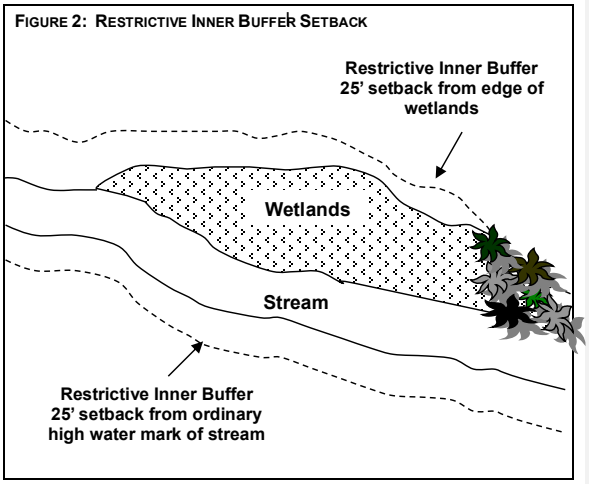
g. LOCATION OF PROPOSED PERMANENT AND TEMPORARY ROADS. The location of proposed permanent and temporary roads including roads proposed to be used only during construction.

E. BUFFER STANDARDS.

1. GENERAL. Activities within the Restrictive Inner Buffer and the outer variable buffer shall comply with Section 13-116: *Grading and Erosion Control*.

2. **RESTRICTIVE INNER BUFFER SETBACKS.** In addition to each other setback, requirement or prohibition for land use in this *Resolution*, a setback of 25 feet measured horizontally from the ordinary high water mark in average hydrologic years on each side of a water body or mudflow is required (Figure 2: *Restrictive Inner Buffer Setback)*; this setback is referred to as the "Restrictive Inner Buffer." The following activities are not allowed within the Restrictive Inner Buffer:

FIGURE 2: RESTRICTIVE INNER BUFFER SETBACK



a. OBSTRUCTION OR STRUCTURE. Construction, installation or placement of any obstruction or the erection of a structure;

b. PLACEMENT OF MATERIAL. Placement of material, including any soil, sand, gravel, mineral, aggregate, organic material or snow plowed from roadways and parking areas;

c. DREDGING. Removal, excavation or dredging of solid material, including soil, sand, gravel, mineral, aggregate, or organic material;

d. REMOVAL OF LIVE VEGETATION. Removal of any existing live vegetation or conduct of any activity that will cause any loss of vegetation, unless it involves the permitted and/or required removal of noxious weeds, non-native species, dead or diseased trees;

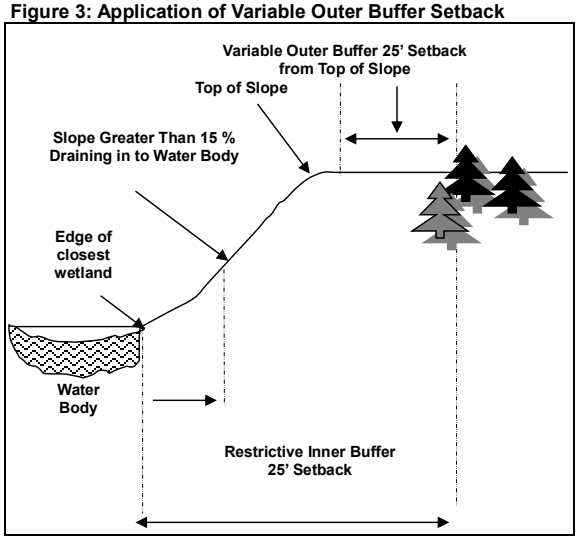
e. LOWERING OF WATER LEVEL. Lowering of the water level or water table by any means, including draining, ditching, trenching, impounding, pumping or comparable means, except as allowed by the Colorado Division of Water Resources; and

f. DISTURBANCE OF NATURAL DRAINAGE. Disturbance of existing natural surface drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics by any means including grading and alteration of existing topography. Measures taken to restore existing topography to improve drainage, flow patterns or flood control must be approved.

g. USE OF EQUIPMENT. Use of construction equipment within the buffer except as exempted by Section 11-107: C. 1. f: *Roads and Bridges*.

3. EXCEPTIONS TO PROHIBITION OF LAND USE CHANGES IN THE RESTRICTIVE INNER BUFFER.

Figure 3: Application of Variable Outer Buffer Setback



a. PRE-EXISTING CONSTRUCTION MATERIALS EXTRACTION. Construction materials extraction approved before the effective date of this *Resolution* shall be permitted no closer than five feet from the nearest ordinary high water mark in average hydrologic years on each side of a water body, but not in the stream channel.

b. SHOWING OF UNAVOIDABILITY. The following exceptions to prohibition of land use changes in the Restrictive Inner Buffer shall be permitted as a Minor Impact Project only upon a demonstration by the applicant of clear and convincing evidence that the proposed land use change in the Restrictive Inner Buffer is unavoidable, that the land use change in the Restrictive Inner Buffer shall be designed, constructed and used to minimize encroachment into the Restrictive Inner Buffer, and that after mitigation, adverse impact shall be minimized to the Restrictive Inner Buffer, to the water body, and to water quality, including but not limited to minimizing the deposit of sedimentation in the water body, the clearing of vegetation, the pollution of return water flows, and channelization.

1. **LAND USE CHANGE IS WATER DEPENDENT AND AUTHORIZED**. The proposed land use change in the Restrictive Inner Buffer is water dependent (including docks, piers, watercraft launches and ramps, flood control structures, water diversion facilities, and stream bank stabilization structures); and is authorized by each appropriate regulatory authority (including but not limited to the U.S. Army Corps of Engineers); or
2. **DENIAL WOULD DENY ALL ECONOMICALLY VIABLE USE OF THE PARCEL**. Denial of the proposed Land Use Change Permit in the Restrictive Inner Buffer would result in denying the land owner all economically viable use of the subject parcel; or
3. **CONSTRUCTION OUTSIDE RESTRICTIVE INNER BUFFER SUBSTANTIALLY CONTRIBUTES TO HAZARDOUS CONDITIONS**. Because of the physical features, other restrictions and conditions of the parcel, construction or use of the proposed land use change outside of the Restrictive Inner Buffer would substantially create or contribute to a hazardous condition; or
4. **LOCATION IS NECESSARY FOR AN ESSENTIAL SERVICE**. In the case of a road, bridge approach, public utility or essential service, the proposed land use change in the Restrictive Inner Buffer is necessary to provide access or service to the parcel; or
5. **IS A FLOOD CONTROL MEASURE**. The proposed land use change consists of a structure or other improvement to eliminate or reduce potential flood hazards or damage. If such structure or improvement is necessary because of an emergency, it may be approved by the Community Development Director after an Administrative Review, pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits*. If a flood control measure is to be removed, it shall be removed as soon as possible.

4. VARIABLE OUTER BUFFER. In addition to a Restrictive Inner Buffer, a Variable Outer Buffer shall be defined and indicated on the plan. In addition to each other setback requirement or prohibition for land use in this *Resolution*, a proposed land use change within a Variable Outer Buffer, including disturbance of earth or

vegetation shall be prohibited, limited, or specific mitigation required on a site-specific basis, to the maximum extent feasible to protect the integrity of the water body, to minimize the deposit of sediment in the water body, the pollution of return water flows, channelization, and adverse impact on water quality.

a. **MAXIMUM WIDTH OF VARIABLE OUTER BUFFER**. In no circumstance shall a Variable Outer Buffer be required to extend more than 100 feet beyond the outer boundary of the Restrictive Inner Buffer.

b. **NON-UNIFORMITY OF VARIABLE OUTER BUFFER.** The width of the Variable Outer Buffer need not be uniform across a parcel. Specific features within 100 feet of the outer boundary of the Restrictive Inner Buffer shall define the width of the Variable Outer Buffer on a site-specific basis and shall be defined, as is reasonable, by the presence of these characteristics:

1. **SLOPES STEEPER THAN 15 PERCENT**. Slopes steeper than 15 percent draining into the water body or mudflow hazard area; in such a case, the setback shall be 25 feet back from the edge of the slope above the closest border of the delineated wetland (Figure 3: *Application of Variable Outer Buffer Setback*); or

2. **PRESENCE OF HIGHLY ERODIBLE SOILS**. The presence of highly erodible soils; in such a case, the setback shall be 25 feet from the edge of the highly erodible soils farthest from the closest border of the delineated wetland; or

3. **PRESENCE OF FEATURES THAT PROVIDE BANK STABILITY OR RIPARIAN AREA PROTECTION**. The presence of trees, shrubs, vegetation or other natural features that provide for bank stability or riparian area protection; in such a case, the setback shall be 25 feet from the edge of such features farthest back from the closest border of the delineated wetland.

4. **AREAS OF RECORDED OR KNOWN FLOOD OR MUDFLOW**. An area of recorded or known flood or mudflow; in such a case, the setback shall be the full 100-foot Variable Outer Buffer.

5. **MANAGEMENT OF HAZARDOUS MATERIALS AND POLLUTANTS**. All land use changes shall meet the following requirements for management of hazardous materials and pollutants:

a. **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**. At a minimum, all hazardous materials shall be stored and used pursuant to applicable state and federal hazardous materials regulations.

b. **STORAGE NEAR WATER BODIES RESTRICTED**. Hazardous materials, pollutants, sand and salt for road traction shall not be stored within 100 horizontal feet of any water body or mudflow. When no practical alternative exists, site-specific best management practices must be used.

c. **SPILL PREVENTION**. Measures shall be designed and implemented to prevent spilled fuels, lubricants or other hazardous materials from entering a water body, including ground water, during construction or operation of equipment and/or a facility. If a spill occurs, it shall be cleaned up immediately and disposed of properly.

d. **MACHINE MAINTENANCE.** Routine field maintenance of vehicles or mobile machinery shall not be performed within 100 feet of any water body or mudflow. Emergency maintenance can only be conducted until the vehicle or machinery can be moved. Routine equipment maintenance should be performed in a designated area and measures such as drip pans used to contain petroleum-based hazardous products.

e. **FUEL STORAGE AREAS**. Containment measures shall be provided for all fuel storage areas to prevent release to any water body. Inventory management or leak detection may be required.

SECTION 11-108: STANDARDS FOR DEVELOPMENT ON RIDGELINES

A. PURPOSE. The purpose of this Section is to establish regulations to preserve and maintain the scenic resources in Gunnison County as viewed from specifically identified vantages including municipalities and certain public road corridors that are particularly important to the character and economy of Gunnison County. This shall be accomplished by the establishment of ridgeline vantages from which the siting and construction of buildings will be reviewed to maintain the natural appearance of the mountain skyline and to avoid penetration or interruption of the natural skyline by buildings.

B. APPLICABILITY. This Section is applicable to all buildings that would be visible from any municipality in Gunnison County or from any of the following State, County or public roads that are individually and collectively referred to as a "ridgeline vantage":

- U.S. Highway 50;
- State Highway 133;
- Road 813 (Jack's Cabin Cutoff);

- Road 3 (Marble);
- Road 4 (Peanut Lake);
- Road 10 (Cranor Hill Road);
- Road 12 (Kebler Pass);
- Road 17 (Antelope Creek Road);
- Road 20 (Steuben Creek);
- Road 25 (Pine Creek)
- Road 26 (Sapinero Mesa Lake City Cutoff);
- Road 27 (Powderhorn);
- Road 38 (Gold Basin Road);
- Road 76 (Quartz Creek Road);
- State Highway 114;
- State Highway 135;
- State Highway 149;
- Road 209 (Cottonwood Pass);
- Road 265 (Buzzard Divide);
- Road 314 (Marble to Schofield);
- Road 317 (Gothic Road);
- Road 727 (Mill Creek);
- Road 730 (Ohio Creek Road);
- Road 734 (Slate River);
- Road 737 (Carbon Creek);
- Road 738 (Brush Creek);
- Road 740 (Cement Creek);
- Road 742 (Taylor River Road);
- Road 811 (Washington Gulch);
- Road 858 (Big Cimarron);
- Road 860 (Big Cimarron);
- Road 861 (Big Cimarron);
- Road 864 (Little Cimarron);
- Road 864.99 (High Mesa);
- Road 867 (Alpine Plateau);
- Road 887 (Waunita Road);
- Road 888 (Whitepine).

C. **RIDGELINE VISIBILITY**. When viewed from any ridgeline vantage, no building shall be visible on a ridgeline that is more than 150 feet vertically higher from the closest point on a ridgeline vantage from which such building would be visible.

D. INITIAL ANALYSIS OF VISIBILITY OF PROPOSED SITE. If the Community Development Director determines that a building is proposed to be sited on a ridgeline that potentially is visible from a ridgeline vantage as described in Section 11-108: E: *Detailed Analysis Required If Location Is Determined To Be Visible*, the applicant shall submit an initial visual analysis of potential ridgeline visibility that shall contain:

1. **MAP**. A map of the proposed site that depicts the proposed location of the building footprint including distances and elevations from the two closest ridgeline vantages.
2. **WRITTEN STATEMENT**. A brief written statement describing, in a general manner, the location, size, height and potential visibility of the proposed building from any ridgeline vantage.

E. DETAILED ANALYSIS REQUIRED IF LOCATION IS DETERMINED TO BE VISIBLE. If the Community Development Director determines, after a review of the initial submittal pursuant to Section 11-108: D: *Initial Analysis of Visibility of Proposed Site*, and any other relevant material that the building is proposed to be so sited on a ridgeline that it would be visible from a ridgeline vantage, the applicant shall submit a detailed visual analysis illustrating the existing features of the site, depicting the location, mass and form of the proposed buildings and illustrating all potential visibility that would be prohibited by this Section. This analysis may be provided as photographs of the property on which the development is proposed to be sited, a computer simulation, an architectural site section or other similar display technique. The applicant will provide such further information as the Community Development Director reasonably requires.

F. IMPACT CLASSIFICATION. Each building for which the Community Development Director has required a detailed analysis shall be reviewed at least as a Minor Impact Project, pursuant to Article 6: *Minor Impact Projects* unless a higher impact classification is otherwise required by this *Resolution*.

G. SCREENING IS NOT ACCEPTABLE MITIGATION UNLESS NO OTHER FEASIBLE SITE EXISTS. Screening, including earth berming, of a structure otherwise in violation of this Section is not acceptable mitigation, unless allowed per Section 11-108: I. 1. b: *No Feasible Alternative Site Exists on the Parcel.*

H. NO MODIFICATIONS, ADDITIONS OR ALTERATIONS. No building shall be modified, added to or altered so as to be in violation of this Section.

I. EXCEPTIONS. A building on a ridgeline that is sited, designed, shaped, oriented, screened, lighted and constructed to avoid visibility from ridgeline vantages to the maximum extent feasible otherwise prohibited by this Section shall be permitted only if:

1. **PLANNING COMMISSION FINDINGS**. The Planning Commission finds by clear and convincing evidence that the building meets or exceeds the following standards:
   a. **PUBLIC UTILITY FACILITY.** It is a public utility and no other feasible and prudent alternative site exists for the facility; or
   b. **NO FEASIBLE ALTERNATIVE SITE EXISTS ON THE PARCEL.** No feasible non-ridgeline site for the building exists on the parcel which, considering existing natural vegetation, would be less visibly obtrusive than the ridgeline site; or

c. **FULL SCREENING EXISTS AND IS PROTECTED**. Any building on the ridgeline shall be fully screened by existing (as opposed to new) natural vegetation on the applicant's property, of such volume, density and species of tree cover, after provision of defensible space for wildfire hazard, so that no part of the building shall be visible from any ridgeline vantage, at any time of the year. A recorded mechanism (e.g. protective covenant, conservation easement, bonding agreement) acceptable to the County must be provided to ensure, in perpetuity, the existence and replacement of the natural vegetation on the applicant's property used for screening; or

d. **IF SIGNIFICANT SCREENING EXISTS AND IS PROTECTED, DECISION SHALL BE MADE BY THE ~~BOARD~~BOCC.** If the Planning Commission finds that the Project does meet the first three requirements of this section, but that any building on the ridgeline shall be significantly screened by existing (as opposed to new) natural vegetation on the applicant's property, of such volume, density and species of tree cover, after provision of defensible space for wildfire hazard, so that no part of the building that is partially visible shall be visibly obtrusive from any ridgeline vantage, at any time of the year, the Commission shall so note in a recommendation to the ~~Board~~BOCC, and the ~~Board~~BOCC shall be the decision-making body. If approved, the approval shall include:

1. **RECORDED COVENANT, EASEMENT OR AGREEMENT.** A recorded mechanism (e.g. protective covenant, conservation easement, bonding agreement) acceptable to the County must be provided to ensure, in perpetuity, the existence and replacement of the natural vegetation on the applicant's property used for screening; and

2. **MINIMAL VISUAL IMPACT.** When significant screening exists and is protected, the building on the ridgeline shall have minimal visual impact and:

   a. **IS NOT OBTRUSIVE OR VISIBLE FROM A MUNICIPAL RIDGELINE VANTAGE.** Must comply with both of the following standards:

      1. **OBTRUSIVENESS**. The building will blend in with its surroundings and will not stand out in the context of its surroundings nor draw attention to itself; and

      2. **MUNICIPAL RIDGELINE VANTAGE**. The building will not be visible with the naked eye from a municipal ridgeline vantage; and

   b. **MUST NOT BE VISIBLE FROM RIDGELINE VANTAGE OR VISIBILITY IS ONLY MOMENTARY.** Must comply with and with one of the following standards:

      1. **DISTANCE FROM RIDGELINE VANTAGE(S).** The building will not be visible with the naked eye from near or distant ridgeline vantages; or

      2. **NUMBER AND LENGTH OR DURATION OF RIDGELINE VANTAGES**. The number and length or duration of public road ridgeline vantages from which the building will be visible are so small that the building will be visible only momentarily to passersby.

e. **DESTRUCTION OF BUILDING AND/OR NATURAL VEGETATION**. In the event the building and/or the natural vegetation providing screening is substantially damaged or destroyed the owner shall, prior to construction of the building and within two years, plant and maintain new vegetation and ensure its survival to provide screening for the building in the least amount of time so that the building complies with the standards of this Section, and the recorded protective covenant, conservation easement, or bonding agreement).

SECTION 11-109: DEVELOPMENT THAT AFFECTS AGRICULTURAL LANDS

A. PURPOSE. The agricultural resources of Gunnison County are essential to the County's economic base and are the primary element of the County's rural heritage. Both year-round residents and visitors enjoy the expanses of irrigated green meadows and the sense of history and community that ranching operations offer to the overall quality of life in Gunnison County. The standards in this Section are intended to ensure that new development impacts existing ranching operations as little as possible, and that development and ranching can exist together compatibly.

B. APPLICABILITY. This Section shall apply to all land use changes on land adjacent to or directly affecting agricultural operations. The County shall assure that adequate requirements are included in the approval of a Land Use Change Permit that minimize or eliminate impact of any land use change on agricultural lands. Those land use changes shall comply with this Section and all other applicable requirements of this *Resolution*.

C. GENERAL STANDARD. Land use changes are encouraged that will retain the agricultural use and productivity of the land. Land use changes should not adversely affect, or have the potential for limiting the viability of existing agricultural operations, including the use of irrigation ditches, irrigated hay meadows, and historic stock drives. However, it is not the County's policy to prevent land use change on land because such land is now was once used for agricultural purposes.

D. DOMESTIC ANIMAL CONTROLS. Dogs and other domestic animals that are not being used to assist with the herding or the care of livestock shall not be permitted to interfere with livestock or the care of livestock that occurs as part of an agricultural operation. Enforceable protective covenants or deed restrictions shall be provided for land use changes that are required to confine pets by kenneling, leashing, fencing or other physical constraint, and allow enforcement by the County at the expense of a responsible homeowners or property owners' association.

E. ROADS. Development roads shall be located a sufficient distance back from the property boundaries so that normal maintenance of such roads, including snow removal, will not damage boundary fences. Dust control shall be required both during and after construction pursuant to Section 13-119: *Standards to Ensure Compatible Uses* to minimize adverse impacts to livestock and crops.

F. FENCES. Construction and maintenance of fencing are subject to the rights and obligations defined by C.R.S. 35-46-101 *et seq*. Language shall be included in protective covenants or in the approval of a Final Plan and on the recorded plat of a subdivision, putting lot owners on notice that maintenance of any applicable fence for the purposes of fencing out livestock is the responsibility of the lot owner or the homeowners' association. Fences shall be constructed that separate the development from adjoining agricultural lands or stock drives. Those newly constructed fences, and existing fences serving the same purpose shall be maintained and any breaks in such fences shall be at properly maintained metal or wood gates or cattle guards.

G. IRRIGATION DITCHES. Land use changes shall not interfere with ditch rights-of-way. Where irrigation ditches cross or adjoin the land proposed to be developed, a condition of a Land Use Change Permit shall include requirements to insure that the use of those ditches, including their maintenance, can continue uninterrupted.

1. **EMERGENCY CONTACT PERSON.** If the land will not be occupied full-time by the applicant, provision shall be made for a person or institution (who shall be identified by name, address, and telephone number) to represent the owner and act on behalf of that owner in case of a ditch washout or similar emergency.
2. **IRRIGATION DITCH EASEMENTS.** A maintenance easement of at least 25 feet from the edges of the ditch banks shall be preserved and indicated on any Final Plat for subdivision, or in the Final Plan for any non-subdivision use. For parcels that are the subject of Land Use Change Permits, Building Permits or On-Site Wastewater Treatment System Permits, access for maintenance of an irrigation ditch is required to be 25 feet from each ditch bank. When approved in notarized written form by the ditch owner(s), that distance may be decreased and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.

H. PROTECTIVE COVENANTS OR DEED RESTRICTIONS AND PLAT LANGUAGE. Suitable and enforceable protective covenants or deed restrictions shall be required as a condition of approval of new Land Use Change Permits that include the following language that shall also be required to be included on the Final Plat of a subdivision.

1. **CONFINEMENT OF DOMESTIC ANIMALS.** Language directing that domestic animals must be controlled by kenneling, leash, fencing or other physical constraint. Language shall be also be included within those protective covenants or restrictions stating that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or the individual.
2. **AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS**. Language referencing C.R.S. 35-46-101 *et seq*: and clearly stating that a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
3. **IRRIGATION DITCH MAINTENANCE**. Language notifying individual lot owners within a subdivision, or future owners of a parcel on which a development that is not a subdivision has been granted a Land Use Change Permit, that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

SECTION 11-110: DEVELOPMENT OF LAND BEYOND SNOWPLOWED ACCESS

A. PURPOSE. The purpose of this Section is to establish regulations to limit the impacts of development on land beyond snowplowed road access in Gunnison County. Development of land beyond snowplowed road access, or expansion

or extension of snowplowed road access, poses issues that land use by non-snowplowed over-the-snow road access do not pose, including road damage, creation or expectation about the availability of public and emergency services, creation or increased risk(s) to emergency services personnel who may be called upon to respond to the land, disruption of significant, existing land uses of modes or travel, and creation or increased detrimental, environmental impact to road(s) and/or land(s).

B. **NO COUNTY OBLIGATION TO MAINTAIN OR SNOWPLOW**. Nothing in this *Resolution* or in any permit granted pursuant to it, or in any permit granted before the effective date of this *Resolution*, creates or shall be construed to create, any obligation of Gunnison County to maintain, snowplow, open or improve any road or to allow private maintenance or snowplowing of any section of federal, state, County or public road.

1. **EXCEPTIONS**. Exceptions shall be limited to:

   a. **AT PRIVATE COST, CONTINUED PLOWING AS PREVIOUSLY PROVIDED BY COUNTY**. Upon request to Gunnison County at the time that Gunnison County ceases to snowplow all or a section of road it then plows throughout the winter, the owner of real property directly accessed by the road shall be granted permission by Gunnison County to privately snowplow the same section of the road, to the same extent and for the same time period it had previously been plowed, at private cost and subject to any conditions that Gunnison County and other applicable government entities may impose.

   b. **AT PRIVATE COST, CONTINUED PLOWING BY PRIVATE PARTY**. Upon request to Gunnison County at the time that a private party ceases to snowplow throughout the winter with the permission of Gunnison County all or a section of a road accessing a property, the owner of real property directly accessed by the road shall be granted permission by Gunnison County to privately snowplow the same section of the road to the same extent and for the same time period it had previously been plowed, at private cost and subject to any conditions that Gunnison County and other relevant government entities may impose.

C. **NO RESTRICTION ON CLOSURES**. Nothing in this *Resolution* or in any permit granted pursuant to it, or granted before the effective date of this *Resolution*, limits or shall be construed to limit the authority of Gunnison County to close or regulate roads or use of roads.

D. **CONDITIONS OF APPROVAL**. Approval of any Land Use Change Permit for a parcel of land beyond snowplowed road access shall require the following:

1. **WRITTEN ACKNOWLEDGEMENT**. The landowner shall execute the following written statement acknowledging the following; the statement shall be recorded as an exhibit to the County's approval document:

LAND OWNER'S ACKNOWLEDGEMENT OF NO SNOWPLOWING,
NO COUNTY LIABILITY AND NO RESTRICTION ON ROAD CLOSURES

I/We _____ (Owner(s) of Property) _____, on behalf of myself/ ourselves and all successors, heirs and assigns, do hereby acknowledge that _____ (name, number of access road) _____ is not snowplowed throughout the winter, and might never have that service. Year-round, over-the-road access by emergency services (including fire, ambulance, law enforcement, etc.) does not exist for _____ (legal description of subject property) _____.

I acknowledge that nothing in the Gunnison County Land Use Resolution, or in any permit granted pursuant to it, or granted before the effective date of the Resolution, limits or shall be construed to limit the authority of Gunnison County to temporarily, periodically, seasonally or otherwise close or further regulate this road, or its use.

I further acknowledge that nothing in the Gunnison County Land Use Resolution, or in any permit granted pursuant to it, or granted before the effective date of the Resolution, creates or shall be construed to create, any obligation of Gunnison County to maintain, snowplow, open or improve any road or to allow private maintenance or snowplowing of any section of federal, state, County or public road.

/s/ _____
(Owner of Property)
Date: _____

Attest:

_____
Gunnison County Clerk and Recorder

E. **TEMPORARY PRIVATE PLOWING PERMIT**.

1. **COSTS AND CONDITIONS**. Upon formal, written request to Gunnison County, a temporary permit not to exceed one year may be issued by Gunnison County pursuant to the *Gunnison County Standards and Specifications for Road and Bridge Construction*, to privately plow a County or public road under the jurisdiction of Gunnison County on an annual basis, at private cost, and subject to any conditions that Gunnison County and any other applicable government entities may impose.
2. **REQUIRED FINDINGS**. No temporary plowing permit shall be issued unless, after a public hearing, the ~~Board~~BOCC determines by clear and convincing evidence, that private plowing of the requested section of federal, state, County or public road:
   a. **NO SUBSTANTIAL CONFLICT WITH ARTICLE 1.** Does not substantially conflict with the requirements of Article 1: *General Requirements.*
   b. **MEETS ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS**. Meets or exceeds the requirements of the *Gunnison County Standards and Specifications for Road and Bridge Construction.*
   c. **NO INCREASED RISK TO EMERGENCY SERVICES PERSONNEL**. Does not create or substantially increase the risk to emergency services personnel who may be called upon to travel over the subject section of road;
   d. **NOT DISRUPTIVE TO EXISTING TRAVEL MODES**. Does not disrupt significant, existing modes of travel;
   e. **DOES NOT CREATE OR SIGNIFICANTLY INCREASE ENVIRONMENTAL DETRIMENT.** Does not create or significantly increase detrimental environmental impact to road(s) and/or land(s); and
   f. **BENEFITS OUTWEIGH DETRIMENTS.** Considering the existing use, and the proposed use, of the areas accessed by the proposed expansion or extension of snowplowing, presents benefits that clearly outweigh its detriments.

F. EXPANSION OR EXTENSION OF SNOWPLOWING. Except for an emergency declared by the ~~Board~~BOCC or County Manager, which emergency shall not exceed one month, each proposal for expansion or extension of snowplowing of a County or public road to be performed either by Gunnison County or a different public entity, or privately, shall be considered a land use change classified as a Minor Impact Project, and shall be reviewed pursuant to Article 6: *Minor Impact Projects.* The application shall not be approved unless, in addition to compliance with all other standards and requirements of this *Resolution*, the ~~Board~~BOCC determines by clear and convincing evidence that:

1. **NO CONFLICT WITH ARTICLE 1.** Such expansion or extension does not substantially conflict with the requirements of Article 1: *General Requirements;*
2. **MEETS ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS**. Meets or exceeds the requirements of the *Gunnison County Standards and Specifications for Road and Bridge Construction*;
3. **NO INCREASED RISK TO EMERGENCY SERVICES PERSONNEL**. Does not create or substantially increase the risk to emergency services personnel who may be called upon to travel over the subject section of road;
4. **NOT DISRUPTIVE TO EXISTING TRAVEL MODES**. Does not disrupt significant, existing modes of travel;
5. **NO INCREASED ENVIRONMENTAL DETRIMENT.** Does not create or significantly increase detrimental environmental impact to road(s) and/or land(s); and
6. **BENEFITS OUTWEIGH DETRIMENTS**. Considering the existing use and the proposed use of the areas accessed by the proposed expansion or extension of snowplowing, presents benefits that clearly outweigh its detriments.
7. **CLEAR PUBLIC BENEFIT**. In case of a proposed expansion or extension of snowplowing to be performed or paid for by Gunnison County, that there is a clear public benefit of such expansion or extension.

G. 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~~BOCC 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.

H. FEDERAL ACTION. Nothing in this Section supersedes or shall be construed to supersede a requirement by the federal government to abandon, close, or reclaim a federal road.

SECTION 11-111: DEVELOPMENT ON INHOLDINGS IN THE NATIONAL WILDERNESS

A. PURPOSE. Gunnison County includes a number of individual parcels that are effectively surrounded by lands designated as part of the National Wilderness Preservation System, in some cases including subsurface rights underlying those lands. This Section establishes regulations to limit the impacts of development on inholdings in the National Wilderness Preservation System.

B. DIMENSIONAL RESTRICTIONS. The following dimensional requirements shall apply to permitted uses on inholdings in the National Wilderness Preservation System, and supersede general standards of Section 13-105: *Residential Building Sizes and Lot Coverages:*

1. **MAXIMUM INDIVIDUAL STRUCTURE SIZE.** The maximum size for an individual structure shall not exceed 800 sq. ft., measured pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

2. **MAXIMUM AGGREGATE SIZE OF ALL STRUCTURES.** The maximum size for the aggregate measurement of all structures shall not exceed 1,200 sq. ft. measured pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

3. **MAXIMUM STRUCTURE HEIGHT.** The maximum height of any structure on an inholding shall not exceed 20 feet to the highest roof or parapet surface of a flat roof as measured pursuant to Section 13-103: *General Site Plan Standards and Lot Measurements.*

4. NO HELICOPTER OR AIRCRAFT ACCESS. Except for bona fide emergency medical purposes, there shall be no helicopter or aircraft access to, or use on, any private inholding in the National Wilderness Preservation System.

SECTION 11-112: DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE

A. PURPOSE. Gunnison County includes a number of individual parcels that are located above timberline. This Section establishes regulations to limit the impacts of development on land and the environment above timberline.

B. DIMENSIONAL RESTRICTIONS. The following dimensional requirements shall apply to each permitted use above timberline and supersede general standards of Section 13-105: *Residential Building Sizes and Lot Coverages:*

1. **MAXIMUM AGGREGATE SIZE OF ALL STRUCTURES.** The maximum size for the aggregate measurement of all structures shall not exceed 1000 sq. ft. as measured pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages* and may be further restricted to a smaller square footage by *Section 11-111: Development on Inholdings in the National Wilderness*.

2. **MAXIMUM STRUCTURE HEIGHT.** The maximum height of any structure above timberline shall not exceed 20 feet to the highest roof or parapet surface of a flat roof as measured pursuant to Section 13-103: *General Site Plan Standards and Lot Measurements.*

C. NO HELICOPTER OR AIRCRAFT ACCESS. Except for bona fide emergency medical purposes, there shall be no helicopter or aircraft access to, or use on, any property above timberline.

1. EXCEPTION ALLOWED AFTER ADMINISTRATIVE REVIEW. Helicopter or aircraft access may be allowed by the Community Development Director after an application has been submitted and reviewed pursuant to Article 5: *Projects Classified as Administrative Review Projects That Require Land Use Change Permit* and the Community Development Director has determined by clear and convincing evidence that the benefits of such access outweigh the detriments.

ARTICLE 12:
DEVELOPMENT INFRASTRUCTURE STANDARDS

SECTION 12-101: PURPOSE

This Article establishes the minimum standards for the design of infrastructure and similar improvements necessary to serve developments that are classified as Minor or Major Impact Projects in unincorporated Gunnison County. These standards are intended to further the orderly layout and use of land and to protect and promote the public health, safety and welfare of residents and visitors in Gunnison County. Additional information or analysis beyond the minimums set forth in this Section may reasonably be required by the Community Development Director or the Planning Commission, if issues are raised during the review process that so warrant.

SECTION 12-102: APPLICABILITY AND OVERVIEW

A. APPLICABILITY TO LAND USE CHANGE PERMITS. These improvement standards shall apply to all applications submitted for Land Use Change Permit that are classified as Minor or Major Impact Projects, except as exempted by Section 1-106: *Partially Exempted Land Use Changes*, or as otherwise exempted by specific sections of this Article.

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 property, existing vegetation, or other exceptional situation or condition, then the Community Development Director may recommend that the decision-making body 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. PLANS SHALL BE PREPARED BY A QUALIFIED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO. All plans, reports, and specifications for development of improvements required in this Article shall be prepared by, or under the direct supervision of, a qualified professional engineer licensed in the State of Colorado. Final public improvement plans, reports and specifications shall bear the seal and signature of the qualified professional engineer licensed in the State of Colorado responsible for their preparation.

SECTION 12-103: ROAD SYSTEM

The road system shall be designed and constructed to permit safe, efficient and orderly movement of pedestrian, motorized and non motorized vehicular traffic; to meet, but not exceed the needs of the present and future population served; to have a simple and logical pattern; to respect natural features and topography; and to present a reasonably attractive appearance.

A. COMPLIANCE WITH ROAD AND BRIDGE CONSTRUCTION STANDARDS. All applicants for Land Use Change Permits that have a component of driveways, roads and/or bridges shall comply with the requirements of the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and this Section.

B. COMPLIANCE WITH MUNICIPAL STANDARDS. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal Three-Mile Plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three-Mile Plan area. Where there is a conflict between the objectives or policies of a Three-Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

1. **STANDARDS WITHIN INTERGOVERNMENTAL AGREEMENT.** When an adopted intergovernmental agreement exists between the County and a municipality, proposed roadways for any land use change located within three miles of that municipality shall be designed to comply with the standards referenced or imposed by that agreement.

2. **COUNTY STANDARDS APPLY IF NO INTERGOVERNMENTAL AGREEMENT**. If no intergovernmental agreement exists, and the proposed development is within three miles of a municipality, the County shall consider comments submitted by the municipality and require that the roads comply with the County's standards, but be

designed so that they are capable of being upgraded to comply with municipal standards if the development were to be annexed to the municipality. This may require, at a minimum, that adequate right-of-way be granted by the applicant to ensure that such upgrading can be accomplished.

3. **COUNTY'S STANDARDS APPLY WHEN STANDARDS CONFLICT**. Where there is a conflict between the objectives or policies of a Three Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

C. MEETING WITH PUBLIC WORKS DEPARTMENT. Before an applicant submits engineered plans for a proposed road system as part of a Preliminary Plan for any Major Impact Project, or for a subdivision that is a Minor Impact Project, the applicant shall initiate and schedule a meeting with the Gunnison County Public Works Department to discuss the scope of the Project, identify transportation issues specific to the proposed Project that are to be addressed, and to provide the Department with the name, telephone number and address of the engineer or engineering firm that will be drafting the proposed road plans.

D. RECOMMENDATION OF PUBLIC WORKS DEPARTMENT. The Public Works Department shall review and evaluate the general design, engineering submittals, and as appropriate, traffic study recommendations submitted by the applicant, and shall, as appropriate, report to the appropriate review body whether the submitted plans comply with the requirements of this Section and with the applicable sections of the *Gunnison County Standards and Specifications for Road and Bridge Construction*, and, if applicable, those mitigations that may reasonably be required related to impacts of the proposed Project.

E. TRAFFIC STUDY. The applicant for a proposed development that is Projected to generate more than 100 vehicle trips per day shall be required to conduct a detailed traffic study to adequately assess the impacts of the proposed development on the existing and/or planned transportation system. The standard for Projecting trip or traffic generation is ten trips per day per residence or guest house, or as otherwise adopted by the Institute of Traffic Engineers. In addressing the traffic impacts of a proposed development, it shall be assumed that there will be full build out, maximum use, and full time occupancy of each residence and guest house. A traffic study may also be required for any proposed development, at the discretion of the Public Works Director, in the case where a localized transportation safety or capacity deficiency exists or is Projected. The traffic study shall be prepared by or under the supervision of a qualified professional engineer licensed in the State of Colorado who has demonstrated experience in transportation planning and traffic engineering.

1. **ISSUES TO BE ADDRESSED.** The submitted traffic study shall include supporting tabulations, figures and technical appendices, and shall, at a minimum, address the following traffic impact study elements:

   a. **PURPOSE.** Study purpose and objective.

      1. **AREA AND SITE.** Study area and site description.
      2. **EXISTING TRANSPORTATION SYSTEM.** Existing transportation system and operational and safety conditions, including:
         a. **COUNTS**. Traffic counts.
         b. **PEAK LEVEL OF SERVICE**. Peak hour level of service.
         c. **DEFICIENCIES.** Existing deficiencies.
         d. **ACCIDENT ANALYSIS**. Traffic accident evaluations.
         e. **ALTERNATIVE MODES**. Alternative mode systems.
      3. **LAND USES.** Existing and proposed land uses.
      4. **TRANSPORTATION AND ACCESS**. Proposed transportation system and access plan.
      5. **PHASING**. Anticipated Project phasing and timing.
      6. **TRAFFIC PROJECTIONS**. Background traffic projections (not related to the proposed development) and operations.
      7. **SITE-GENERATED TRAFFIC**. Anticipated site-generated traffic, including:
         a. **TRIP GENERATION RATES.** Trip generation rates (Institute of Traffic Engineers (ITE)) rates and supporting documentation.
         b. **TRIP GENERATION ADJUSTMENTS.** Trip generation adjustments (including pass-by trips, multi-purpose trips, alternative mode adjustments) and supporting documentation.

b. TRIP GENERATION FOR CONSTRUCTION. Anticipated trip generation for the construction of infrastructure and construction of each component of the development.

c. TRIP DISTRIBUTION. Assumed trip distribution.

d. TRAFFIC ASSIGNMENT. Traffic assignment (by development phase and planning horizon as appropriate).

e. PROJECTED DEVELOPMENT IMPACTS. Identification and evaluation of development impacts (by development phase and planning horizon), including:

1. CAPACITY. Capacity and level of service evaluation.

2. ACCIDENT EVALUATION. Accident and safety evaluation.

3. INTERSECTION GEOMETRY. Roadway and intersection geometry.

4. TRAFFIC SIGNALS. Traffic signal warrants (based on warrants contained in the Federal; Highway Administration's Manual on Uniform Traffic Control Devices).

5. STATE HIGHWAY ISSUES. State highway access issues (as appropriate).

f. **ALTERNATIVE MODES.** Alternative transportation modes (internal system, access to adjacent systems, and connections to off-site facilities).

g. CONCLUSIONS. Conclusions and improvement recommendations (onsite and off-site as appropriate), including percent contribution of development to the need for the improvements.

F. MITIGATION OF IMPACTS TO ROAD SYSTEM. Based upon the results of the traffic study, applicants for a Land Use Change Permit shall be required to mitigate their proportionate share of the impacts of the proposed activity upon the County's road system. This may require construction of improvements to existing roads and bridges, the construction of new roads and bridges on and off-site, or payment to the County of sufficient funds to be used exclusively to improve existing roads or construct new roads off-site, in accordance with the conclusions of the study and pursuant to the requirements and definitions of the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

1. DESIGN OBJECTIVES. Any road improvements that are provided shall be designed to meet the following objectives:

a. PROPER FUNCTIONING OF ROADS AND INTERSECTION. To permit the safe, efficient and orderly movement of traffic, by ensuring that roadways and intersections function at acceptable levels of service. To address intersection peak hour operations, intersection design shall meet Level of Service (LOS) D, using evaluation procedures described in the Federal Highway Administration's Highway Capacity Manual.

b. MEET POPULATION NEEDS. To meet, but not exceed, the needs of the present and future population served;

c. LOGICAL PATTERN. To have a simple and logical road pattern;

d. PRESERVE NATURAL LAND FORMS . To preserve the natural land forms found on the property, to minimize use of cut or fill, and to minimize visibility of the road system from off site; and

e. PRACTICALITY OF PLOWING AND MAINTENANCE. To provide roadways and related snow storage areas that are sufficient to ensure reasonable access and maneuverability for required plowing and maintenance equipment.

2. IMPROVEMENTS THAT MAY BE REQUIRED. Improvements that may be required to mitigate the proportionate share of impacts on the road system caused by the proposed land use change, during both construction and operational phases, include:

a. GRANTING OF RIGHTS-OF-WAY OR EASEMENTS. Granting rights-of-way to the County, public, or other appropriate entity, including easements for existing or future roads, parking and snow storage areas, public trails, expansion of roads or other travel-related areas, utilities (including electric, telephone, oil or gas), water and/or sewage, drainage, irrigation and similar services, or for construction of frontage roads to minimize the number of driveways or side roads accessing a collector.

1. WIDTH OF EASEMENT. The width of any required easement shall satisfy the reasonable requirements of the applicable utility provider and the County, pursuant to the design standards of the utility provider or the County, as applicable.

2. **DEDICATION TO PUBLIC.** Rights-of-way intended for any public use shall be dedicated to public use; that dedication shall appear on any plat. Acceptance by the ~~Board~~BOCC of a dedication to the County or public does not create an obligation for the County to maintain, snowplow or improve the right-of-way; any such obligation shall be created only by written resolution of the ~~Board~~BOCC.

b. ADDITION OF LANES AND OTHER WAYS. Addition of travel and/or turn lanes and other ways, including bikeways and pedestrian walkways;

c. INTERSECTION AND BRIDGES. Re-design and construction of intersections, enlargement of bridges, and other road surface improvements;

d. SIGNAGE. Signs such as those regulating speed, providing warning of certain physical characteristics of the road or of heavy vehicles accessing the roads, or otherwise providing direction to drivers. Signs and markings designed and installed pursuant to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices;*

e. BICYCLE AND PEDESTRIAN FACILITIES. The provision of safe walkways for pedestrians, either separate from or adjacent to roadways, depending on site-specific and Project-specific conditions; on-road bicycle lanes, and off-road bicycle paths (designed pursuant to AASHTO *Facilities Design Guide*);

f. TRAFFIC CONTROL DEVICES. Traffic control devices;

g. TRAFFIC SEPARATION FACILITIES. Traffic separation facilities including underpasses or bridges; and

h. TRAFFIC CALMING DEVICES. Traffic calming devices.

G. **STANDARDS FOR ACCESS TO PROPERTIES**. The following shall apply to any proposed land use change:

1. **NO INTERFERENCE WITH OR OBSTRUCTION OF PUBLIC ROAD**. No land use change proposed for land over which there is a public road shall interfere with or obstruct such road without written authority from the government entity that has jurisdiction over the road. Approval by the County of the Land Use Change Permit is not a vacation of such a public road.

2. **LEGAL ACCESS SHALL BE PROVIDED.** Design and construction of any land use change shall ensure that all residential lots have legal access to a public road.

a. **ACCESS EASEMENTS SHALL BE MADE OF RECORD**. If access is provided to lots or tracts through private rights-of-way, then access easements benefiting all properties having such access shall be made of record in conjunction with approval of the land use change.

b. LIMITED SNOWPLOWED ACCESS. Every development shall comply with the requirements of Section 11-110: *Development of Land Beyond Snowplowed Access*.

3. **ACCESS PERMITS.**

a. **ACCESS ONTO STATE AND FEDERAL HIGHWAYS.** Access onto state and federal highways is under the jurisdiction of the Colorado Department of Transportation (CDOT). A Highway Access Permit is required from CDOT for any new access, change of existing access, or change of use of a property that accesses onto a state or federal highway. Access design shall meet the requirements of the *Colorado State Highway Access Code*. The County shall not give final approval to a Land Use Change Permit until the County has received a copy and commented on the Highway Access Permit application.

b. **ACCESS ONTO A COUNTY ROAD OR A PUBLIC ROAD THAT DOES NOT REQUIRE A CDOT ACCESS PERMIT.** Driveway access onto a County road or a public road that does not require a CDOT Access Permit shall require an Access Permit from the Gunnison County Public Works Department, and shall meet the standards of the *Gunnison County Standards and Specifications for Road and Bridge Construction*.

1. **LAND USE CHANGE PERMIT PRECEDES ACCESS PERMIT**. No Access Permit shall be issued by the Public Works Department before approval of a Land Use Change Permit, when the proposed activity requires a Land Use Change Permit.

2. **FIRE PROTECTION DISTRICT REVIEW**. All applications for driveway access may be submitted by the Gunnison County Public Works Department to the applicable fire protection district for review and recommendation.

c. **ACCESS ONTO A PUBLIC ROAD**. Any Land Use Change utilizing a public road for access shall acknowledge in writing that access is onto a public road.

H. ROAD PATTERN. The road pattern in the proposed development shall generally conform to any adopted County plan for future development of the areas that the roads proposed for a land use change are intended to serve.

1. **CONTINUITY OF ALIGNMENT.** Where appropriate to the design, roads shall be continuous and in alignment with existing platted roads with which they are to connect.
2. **STUB ROADS.** All stub roads shall have a turnaround pad constructed at their end until the road becomes a through road. Pad requirements for a stub road shall comply with the *Gunnison County Standards and Specifications for Road and Bridge Construction*.
3. **PRESERVE NATURAL LAND FORMS**. The road pattern shall be designed to preserve natural land forms found on the property, to minimize use of cut or fill, and to minimize visibility of the roads from off-site.
4. **SHARED ACCESS ROAD OR ACCESS POINT.** More than one lot may be required to share an access road or access point to minimize access roads or points or to maximize safety.

I. ROAD NAMES AND SIGNS. Proposed road names assigned to internal roads of a proposed land use change shall not duplicate other existing or proposed road names in the county. Light-reflective road signs of durable and permanent materials shall be installed at all intersections in the development and other appropriate locations, and shall be addressed in a Development Improvement Agreement. House or lot numbering systems should be plainly visible year around from the public and/or subdivision road.

J. LOT ADDRESS SIGNS. Each lot shall be identified by a lot sign that identifies by number, and in reflective materials, the numerical address of the lot.

K. **PEDESTRIAN AND NON-MOTORIZED WAYS.** Each land use change that includes residential or other uses (such as schools) or amenities that will generate pedestrian or other non-mechanized traffic and meets one of the following criteria must provide a pattern of pedestrian or non-mechanized-use ways, each at least six feet wide, to accommodate the pedestrian traffic to be generated by the proposed development. Those pedestrian ways can be used as utility corridors, can be counted towards acreage required by the *Gunnison County On-Site Wastewater Treatment System Regulations*, and will not preclude the land over which they cross from being characterized as open space. Impacts that require the integration of pedestrian ways include:

1. **LOCATION WITHIN THREE-MILES OF POPULATION CENTER**. Is within three miles of a population center; or
2. **MORE THAN TEN RESIDENCES**. Will contain more than ten residences; or
3. **ROAD PATTERN IS MORE THAN DRIVEWAYS**. Will create a road pattern other than driveways.

SECTION 12-104: TRAILS

A. MITIGATION OF IMPACT TO PUBLIC TRAILS. Except when an application is for an Administrative Review Project, an applicant for a Land Use Change Permit shall mitigate the proportionate share of the impact caused by the proposed development on public trails.

B. NO INTERFERENCE WITH OR OBSTRUCTION OF PUBLIC TRAIL. No land use change proposed for land over which there is a public trail shall interfere with or obstruct that trail without written authority from the government entity that has jurisdiction over the trail. Approval by the County of the Land Use Change Permit is not a vacation of such a public trail.

C. **INCLUSION OF PUBLIC TRAILS**. Applicants are encouraged to include public trails and other amenities for non-motorized travel in an application for a Land Use Change Permit to link existing adjacent public trails or trails easements and to provide an alternative routing of pedestrian and generally non motorized vehicles (use of trails by golf carts, or motorized vehicles for the disabled may be appropriate to specific developments).

D. REVIEW OF CONTESTED, OR NEWLY PROPOSED, PUBLIC TRAIL ACCESS. When there is an issue of a contested, or newly proposed, public trail, the applicant and County shall review the issue, including the history of use, impact on the proposal, public concerns, existing and proposed public trails in the *Gunnison County Trails Master Plan*, and whether access over the subject land is advisable. This review does not preclude any other legal proceeding available to the applicant or County.

E. DEDICATION WITHOUT COMPENSATION IS LIMITED. Dedication of new public trail access without compensation shall be required only:

1. **RATIONAL NEXUS.** If there is a rational connection between impacts caused by the proposed Project and the need for a new public trail; and

2. **MITIGATION OF PROPORTIONATE SHARE OF IMPACT**. To the degree necessary to mitigate the proportionate share of the impact caused by the proposed development on public trails; and

3. **PUBLIC INTEREST**. When such a new trail is in the public interest.

4. **COUNTY AND APPLICANT TO EXPLORE ALTERNATIVES**. When dedication without compensation is required, the County and the applicant shall explore recreation easements and irrevocable license agreements in addition to any other lawful way to establish a public trail.

F. **EXEMPTION FOR AGRICULTURAL LANDS**. The County shall not require a new trail easement to be granted through that portion of a development that is proposed to continue to be used for agricultural purposes.

G. **TRAIL DESIGN STANDARDS**. The *Gunnison County Trails Master Plan* contains recommendations to guide the planning, design, alignment and implementation of trail construction and use. Proposed trail easements shall be of sufficient dimension and appropriate alignment to accommodate the type of trail use that is depicted on the Plan, and to accommodate any other proposed trail planned to cross the property.

H. **CONSTRUCTION AND MAINTENANCE**. The costs of trail maintenance, construction and signage shall be performed as stated provided for in the Development Improvement Agreement.

I. **RECORDATION**. Location of the approved route for public trails and any restrictions on their uses shall be set forth as elements identified on recorded plats, and referenced in recorded declarations of protective covenants. Any significant change to the approved route or approved use shall require approval by the ~~Board~~BOCC. A supplemental plat shall be provided by the applicant if the route of the trail as it is built is significantly different than the approved route.

SECTION 12-105: WATER SUPPLY

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

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

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

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

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

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

2. **SUBMIT EVIDENCE OF ADEQUACY OF INDIVIDUAL SUPPLIES.** Submit evidence satisfactory to the County that adequate individual water supplies that comply with the standards of the Colorado Department of Public Health and Environment and Gunnison County will be available to each lot in the proposed development. The

County may refer the application to the Colorado Division of Water Resources for comments on the adequacy of the proposed supply.

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

1. **ESTIMATED AVERAGE DAILY DEMAND**. Estimated average daily demand of the entire service area and the proposed development. Demand calculations are to be based on 350 gallons per day (gpd) per residence.
2. **ESTIMATED MAXIMUM DAILY DEMAND.** Estimated maximum daily demand based on using three times the average daily demand.
3. **ESTIMATED PEAK HOUR DEMAND**. Estimated peak hour demand based on using six times the average daily demand.
4. **ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES.** The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.
5. **WATER SUFFICIENT FOR LANDSCAPING.** As may be required by Section 13-111: *Landscaping and Buffering* each use shall have adequate water to supply required landscaping. Amounts shall be calculated using the irrigation water criteria in Section 12-105: D. 5. a. 1: *Estimated Demand*.
   a. **IRRIGATION WATER CRITERIA**. The following shall be considered in calculating requirements for the use of irrigation in new development, and shall not apply to agricultural operations in existence as of the effective date of this *Resolution*.
      1. **ESTIMATED DEMAND**. Estimated irrigation demand based on information supplied by the Natural Resources Conservation Service. The information shall take into account the type of vegetation to be maintained, the soil characteristics, the historic yield, and the available water rights.
      2. **ESTIMATED ACREAGE**. Estimated acreage to be irrigated.
6. **ADEQUATE AND RELIABLE WATER SUPPLY**. A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.
   a. COMPLIANCE WITH INTERNATIONAL WILDLAND URBAN INTERFACE CODE (IWUIC) WATER SUPPLY REQUIREMENTS. The applicant shall provide evidence that the proposed water supply complies with the applicable standards of the IWUIC.
   b. **NFPA CLASSIFICATIONS MAY BE REFERENCED**. To determine the requirements for an adequate and reliable water supply specific to the development, the County may refer to current standards as published by the National Fire Protection Association including the *Occupancy Hazard Classification and Construction Classification Tables* within the *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
   c. **COMPLIANCE WITH FIRE PROTECTION DISTRICT REQUIREMENTS**. The applicant shall provide evidence that the distribution system and storage system are capable of meeting the requirements of the applicable fire protection district, and shall be located on the same site for which development is proposed. When the District's standards conflict with County standards, the County shall only enforce the County standards.
   d. **MINIMUM REQUIREMENTS MAY BE INCREASED IF CONDITIONS ARE UNIQUE**. The County may determine during the permit application review that additional water supplies are required for fire suppression purposes, considering particular conditions such as the following:
      1. **LIMITED FIRE DEPARTMENT RESOURCES**. Available equipment is not sufficient to provide suppression for proposed heights of buildings, or there are similar limitations.
      2. **EXTENDED FIRE DEPARTMENT RESPONSE TIME**. The time reasonably expected for response from the closest fire protection district facility will likely exceed the amount of time in which a structure may be saved.

3. **LIMITED ACCESS**. Existing roadways are narrow, of particularly steep grade, existing bridges are not constructed to accommodate emergency vehicles, or no traversable roadways exist from collector roads.
4. **HAZARDOUS VEGETATION**. Vegetation that because of its physical characteristics is likely to contribute to the intensity or quick travel of fire.
5. **UNUSUAL TERRAIN**. Slope, aspect and elevation create chimneys or similar configurations such that fire is likely to travel quickly.
6. **SPECIAL USES**. Uses proposed within the Land Use Change Permit application involve hazardous products, or processes.

e. **IDENTIFYING WATER SOURCES**. An indicator, reasonably visible in winter and approved by the applicable fire protection district, shall be installed at each location where water may be extracted, and identifying the site for fire protection district emergency use.

f. **SECONDARY WATER SUPPLY**. Determination that a secondary water supply is necessary for purposes of fire suppression may be requested from the applicable fire protection district; the County will decide whether that secondary supply shall be required.

E. **COMPLIANCE WITH COLORADO DRINKING WATER STANDARDS**. Representative samples of the water source shall be analyzed by a reputable, qualified laboratory to determine compliance with Colorado drinking water standards. When the proposed land use will require potable water for human consumption, the quality of the water shall meet the Primary Drinking Water Standards of the Colorado Department of Public Health and Environment.

F. **WATER RIGHTS**. The applicant shall demonstrate ownership, or the right of acquisition, of sufficient water rights to serve the proposed land use change.

G. **WELL TESTING**. When a central well or wells are proposed for the water supply, a well shall be constructed on the proposed development site and tested for its capability to provide a consistent and dependable water source in quantity and quality sufficient to serve the proposed use(s). The well shall be installed, tested and monitored as follows:

1. **CONTINUOUS PUMPING REQUIRED FOR 24 HOURS**. The well shall be continuously pumped using an electric submersible or top-drive turbine pump for a minimum of 24 hours. The discharge rate shall be measured using a calibrated in-line flow meter or frequent bucket-and-stopwatch measurements. The discharge rate shall be controlled using a control valve on the pump discharge pipe.
2. **MONITORING OF RECOVERY**. The well shall be monitored for a minimum of 24 hours following the cessation of pumping to affirm the ability of the aquifer to recover. The monitoring report shall include data concerning the rate and volume of the recovery process.
3. **CRITERIA FOR FIRST HOUR OF TESTING**. During the first hour of testing, the flow rate can be adjusted so that the water level drawdown inside the well is about 50 percent of the available drawdown. After the first hour, all attempts should be made to hold the discharge flow rate constant for the remainder of the test. If, during the test, the pumping water level reaches the pump intake, it is permissible to decrease the discharge rate. However, decreasing the discharge rate should occur as a discrete step, rather then a series of small flow rate adjustments.
4. **REQUIRED MONITORING DEVICES**. During testing, water levels in the well shall be monitored using an electric water level probe or pressure transducer.
5. **FREQUENCY OF LEVEL MEASUREMENTS**. The frequency of water level measurements should be commensurate with the rate at which water levels are changing inside the well. As a rule, water levels should be measured once every two minutes during the start of the test, and the time between measurements can be increased as the water level stabilizes or establishes a long-term trend.
6. **WATER SAMPLE TO BE TESTED FOR COMPLIANCE WITH DRINKING WATER STANDARDS**. After a minimum of 24 hours of pumping, a water sample shall be obtained from the pump discharge pipe using appropriate sampling protocol. The water sample shall be analyzed by a State-certified laboratory to evaluate whether or not the well water complies with the Primary Drinking Water Regulations of the Colorado Department of Public Health and Environment.
7. **TESTING REQUIRES QUALIFIED PROFESSIONAL**. Well testing and sampling shall be performed by a Colorado-licensed water well contractor, a certified professional geologist, or a qualified professional engineer licensed in the State of Colorado or a person who has a current State of Colorado certification granting a license for well-testing and installation of pumping equipment.

8. **UNIQUE SEASONAL REQUIREMENTS.** Because natural water bodies in Gunnison County are affected by cyclical seasonal conditions, the County may require that tests be conducted during the winter months of January and February to ensure testing that most realistically can ensure that a year-round consistent supply will be available to new development. If that requirement is imposed, the applicant may elect also to conduct additional tests during other months of the year.

9. **CONSTRUCTION STANDARDS**. The water supply system shall be built to conform to the standards of the Colorado Department of Public Health and Environment and the well drilling standards of the Colorado Division of Water Resources. The system, to the maximum extent feasible, shall be built also to be consistent with the standards of the nearest public entity that supplies water, to facilitate the possibility of future connection to the system.

10. **ADMINISTRATION.** Where a water supply system is to be installed, an organization shall be set up to administer the operation of the system. Administration shall be by a municipality, water district, or an approved corporation.

SECTION 12-106: SEWAGE DISPOSAL/WASTEWATER TREATMENT

A. SANITARY SEWAGE DISPOSAL SYSTEM REQUIRED. No land use change shall be permitted unless a method of sewage disposal is available to that lot or development that complies with all applicable standards of this *Resolution*, the *Gunnison County On-Site Wastewater Treatment System Regulations*, and of the Colorado Department of Public Health and Environment.

B. CONNECTION TO EXISTING SYSTEMS. An applicant for a Land Use Change Permit shall be required to connect to an existing wastewater treatment system approved by the Colorado Department of Public Health and Environment and to install those connection lines and other appurtenances necessary to make the system available at the property line of each lot in the development in the following circumstances:

1. **LOCATED WITHIN 400 FEET.** The proposed land use change is located in 400 feet of an existing available wastewater treatment system approved by the Colorado Department of Public Health and Environment; or

2. **LOCATED IN URBAN SERVICE AREA.** The proposed land use change is located in a designated urban service area and it is determined that it is feasible, logical, and consistent with municipal, district and County plans, to connect the development to the wastewater treatment system serving the area and approved by the Colorado Department of Public Health and Environment. If it is determined that it is premature to connect the development to the wastewater treatment system at the time of the Land Use Change Permit approval, the County may require, as a condition of approval, that assurances are given, including granting of easements, or commitments to pay for or construct specified improvements, to ensure that when it is timely to connect the development to the system, that this can feasibly occur.

C. DEVELOPMENTS SHALL COMPLY WITH SPECIFIC STUDIES, PLANS OR AGREEMENTS. New development shall comply with requirements of any applicable "201" *Wastewater Treatment Facilities Studies* (pursuant to the federal *Clean Water Act*) and agreements adopted by Gunnison County.

D. EXISTING SYSTEM NOT ACCESSIBLE. Where an existing wastewater treatment system approved by the Colorado Department of Public Health and Environment is not reasonably accessible or connection to it is not feasible, the applicant shall, at the discretion of the decision-making body, implement either of the following options:

1. **INSTALL WASTEWATER TREATMENT SYSTEM**. Install a wastewater treatment system, with sewage collection lines to each lot, the design, construction, maintenance and operation of which complies with the County's regulations and with the standards of the Colorado Department of Public Health and Environment; or

2. **SUBMIT EVIDENCE OF ADEQUACY OF ON-SITE WASTEWATER TREATMENT SYSTEMS**. Submit evidence satisfactory to Gunnison County that it will be feasible to install an on-site wastewater treatment system on each lot in the proposed development that will comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations*. The area in the lot where the system is to be located shall be identified.

   a. **REFERRAL TO COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.** The County may refer the development plans to the Colorado Department of Public Health and Environment for comment and approval, if necessary to make use of the expertise and judgment of that agency to evaluate the potential impacts of individual systems, and determine if a permit from that agency will be required.

E. EVALUATION REQUIRED. Any application for a Land Use Change Permit for a Major Impact Project that is proposed for development at a density of more than one unit per acre, or as a cluster type of development, or where soil conditions indicate potential problems with On-Site Wastewater Treatment Systems, shall include as part of the Preliminary Plan application an engineering and economic evaluation of the feasibility of providing a central

wastewater treatment system for that development or tying onto an existing central wastewater treatment system. The evaluation shall include, at a minimum, the following:

1. **ASSESSMENT OF CUMULATIVE IMPACTS**. An assessment of the cumulative environmental impacts of On-Site Wastewater Treatment Systems versus a wastewater treatment system and an assessment of the economic feasibility of implementing a wastewater treatment system.
2. **TOTAL CONSTRUCTION COST.** Total construction cost of the system, including the collection system necessary to serve each lot. Cost to serve each lot, based on estimated tap fees, service fees and operation, replacement and maintenance costs, shall be provided.
3. **IMPACTS ON LOT COSTS**. The estimated impacts on the costs of each lot from the total construction costs of the proposed system.
4. **OPERATING COSTS**. The estimated annual operating and maintenance costs of the system.
5. **SOILS TYPES**. The types of soils and water resources, and hydrologic characteristics present in the area and an evaluation of soil suitability for on-site wastewater treatment systems, and projected impacts on soils and aquifers.
6. **SURROUNDING USES**. Location of property in relation to other developments in a one-mile radius, including a reasonable calculation of the density of development in the foreseeable future in that area, if known by the applicant. Location of any other existing or proposed wastewater treatment systems, On-Site Wastewater Treatment Systems, domestic water wells, streams, creeks, flat bodies of water, irrigation ditches, and wetlands in this area. Information may also be required on the history of any On-Site Wastewater Treatment System failures in this area, as may be available from the Gunnison County Environmental Health Office, or as may otherwise be provided by the applicant.

F. COUNTY REVIEW. The ~~Board~~BOCC ~~of Commissioners~~, as part of its review of the Preliminary Plan application for a Major Impact Project, will make a determination as to the viability of a wastewater treatment system, considering the information provided in the evaluation, and the recommendation of the Planning Commission.

1. **DELAY OF DECISION.** The County shall not approve any application for site approval of a new wastewater treatment plant until it has given approval to the Preliminary Plan for the development to be served by such plant.

G. DEVELOPER RESPONSIBILITIES. If a determination is made by the ~~Board~~BOCC that there is sufficient evidence that the proposed density, intensity of use, or characteristics of soils and hydrology of an area of a proposed land use change are such that a wastewater treatment system should be installed in the development, then the applicant, in addition to any other obligations imposed by this or other County regulations, shall:

1. **SUBMIT DESIGN**. Submit the proposed design to the Colorado Department of Public Health and Environment for review and approval of the proposed treatment plant and collection system.
2. **CHOOSE INSPECTOR**. Allow the ~~Board~~BOCC to choose an inspector of its choice who will work with the developer during construction and represent the County on-site to ensure construction and installation complies with the approved design plans. All change orders or modifications to the approved design shall only be allowed if they are approved by the County's inspector.
3. **PAY COSTS**. Pay all reasonable costs associated with the design and construction of the system and with the employment of the inspector.

H. STANDARDS FOR WASTEWATER TREATMENT SYSTEM. Whenever a wastewater treatment system is to be constructed, it shall meet the following standards:

1. **TREATMENT FACILITIES.** Wastewater treatment facilities shall be designed, constructed, maintained an operated pursuant to the requirements of the Colorado Department of Public Health and Environment.
2. **COLLECTION LINES.** Collection lines shall be designed, installed, and maintained to service each lot.
3. **CONSTRUCTION STANDARDS.** The wastewater treatment system shall be built and arrangements made to provide ongoing operation and maintenance to conform to the standards of the Colorado Department of Public Health and Environment. The system shall, to the maximum extent feasible, be built also to be consistent with the standards of the nearest public entity that treats wastewater, to facilitate the possibility of future connection to the system. The construction of the system shall also take into account any recommendations in the applicable "201" Wastewater Treatment Facilities Study with regard to that connection.
4. **DEVELOPER RESPONSIBILITIES FOLLOWING CONSTRUCTION**. Upon completion of system construction, the developer shall provide the County with the following:

a. **AS-BUILT DRAWINGS**. As-built drawings of the system.

a. **OPERATIONS MANUAL.** An operations and maintenance manual of the system.

b. **DEEDING OF FACILITIES TO HOMEOWNERS' ASSOCIATION OR COUNTY.** The developer shall deed the facility, collection system, and all easements and rights-of-way associated with the system to the homeowners' association or the County, if approved by the County upon conditions, including sufficient guaranties of maintenance, performance, operation, and replacement, acceptable to the County, and shall warrant the system for a period of two years, or until at least 50 percent buildout of the development occurs, whichever is greater. Depending upon the Projected build out rate, the County may require the developer to provide operating funds (including labor, materials, utilities, and contracted services) for the system, until sufficient users have connected to the system to cover its operating costs.

c. **SECURITY AGAINST LIENS.** The developer shall verify for the County that no liens exist against the system, or shall provide the County a labor and materials bond.

d. **MONITORING.** The plan for monitoring, and provision of monitoring records, acceptable to Gunnison County.

5. **COUNTY TO PROVIDE CERTIFIED OPERATOR.** The ~~Board~~BOCC ~~of Commissioners~~ will provide a certified operator who will manage the system. The ~~Board~~BOCC will determine the rate structure and tap fees associated with operation of the system. The rate structure will reflect all reasonable operating costs (including labor, materials, utilities and contracted services) and a capital reserve for repairs and replacement. All costs associated with the rate structure shall be paid by the system users.

SECTION 12-107: FIRE PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13:
PROJECT DESIGN STANDARDS

SECTION 13-101: PURPOSE

This Article establishes the standards by which proposals will be reviewed and approved to regulate development and improvements. Overall, these standards address site details, including structures, roads, utilities, and plantings in order to promote high quality design. These standards are intended to be uniformly applied, to be flexible based on the function of each development, to be sensitive to the unique character of a specific development site, and to local needs and objectives as listed in this Article.

SECTION 13-102: APPLICABILITY

A. GENERAL. Unless otherwise exempted, these standards apply to all applications for Land Use Change Permits and to Building Permit applications on legal lots in Gunnison County for which no Land Use Change Permit has been issued, regardless of impact classification. These standards are to be used by the applicant and the County in designing, reviewing, evaluating, constructing, and operating uses and development activities in Gunnison County. In designated planning areas, more specific guidelines and specifications may apply. Unless specifically exempted within this *Resolution*, all applications for Land Use Change Permits shall also comply with all other applicable standards and requirements of this *Resolution*.

B. DEVELOPMENT SHALL CONSIDER MUNICIPAL THREE MILE PLANS. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal Three-Mile Plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three-Mile Plan area. Where there is a conflict between the objectives or policies of a Three-Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

1. **MUNICIPAL THREE MILE PLAN AREAS MAY HAVE DIFFERENT OR ADDITIONAL REVIEW STANDARDS**. Parcels that are located within an area designated within a three-mile area of a municipality, for which an intergovernmental agreement has been adopted between the County and the municipality, may be subject to different or additional review standards, based upon the specific requirements of that agreement and plan.
2. **COUNTY STANDARDS APPLY WHEN STANDARDS CONFLICT.** Where there is a conflict between the objectives or policies of a Three Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.

C. 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 property, existing vegetation, or other exceptional situations or condition, then the Community Development Director may recommend that the decision-making body 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.

SECTION 13-103: GENERAL SITE PLAN STANDARDS AND LOT MEASUREMENTS

A. PURPOSE. This Section establishes standards for site design.

B. GENERAL SITE PLAN STANDARDS. Development of any site requires a comprehensive analysis of the site. A proposed site plan shall design and locate roads, driveways, lot lines, building sites and utility corridors to preserve, to the maximum extent feasible the natural features of the site, avoid areas of environmental sensitivity, minimize visual impacts and eliminate adverse impacts to and alteration of, natural features.

1. **DESIGN OF BUILDING LOTS.** To carry out the general site plan standards, individual lot lines shall be designed to follow existing features of the site, such as tree lines and natural contours. Location and orientation of lots should complement the natural topography, and maximize the use of existing vegetation and solar exposure.
2. **STRUCTURAL LOCATION STANDARDS**. The location of structures shall complement the natural topography and use existing vegetation.

C. SITE-SPECIFIC BUILDING ENVELOPES. To assure compliance with the standards of Article 11: *Resource Protection Standards* and this Article, designation of site-specific building envelopes on site plans shall be required for all Land Use Change Permit applications, including those for Building Permits.

1. **EXCEPTION**. Site-specific building envelopes shall not be required if the subdivision lots were approved by the County before the effective date of this *Resolution*.
2. **ALTERATIONS ALLOWED FOR FLEXIBILITY**. The designation of a building envelope is not intended to be inflexible; alterations may be allowed for the following:
   a. **ENVELOPES ON LEGAL LOTS NOT IN PLATTED, RECORDED SUBDIVISIONS**. A building envelope location approved as part of a Building Permit, or other Land Use Change Permit may be altered by review and approval pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits.*
   b. **ENVELOPES IN PLATTED, RECORDED SUBDIVISIONS**. Except as otherwise regulated pursuant to the requirements of Section 1-106: *Partially Exempted Land Use Changes*, building envelope locations on subdivision lots approved by the County and recorded in the Office of the Gunnison County Clerk and Recorder may be altered as an Administrative Review Project, pursuant to Article 5: *Administrative Review Projects That Require Land Use Change Permits.* The relocation shall not substantively conflict with the siting criteria used as part of the original subdivision approval.
3. **SETBACK REQUIREMENTS NOT RELAXED.** A designated building envelope does not alter setback requirements pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way* except when permitted by a variance.

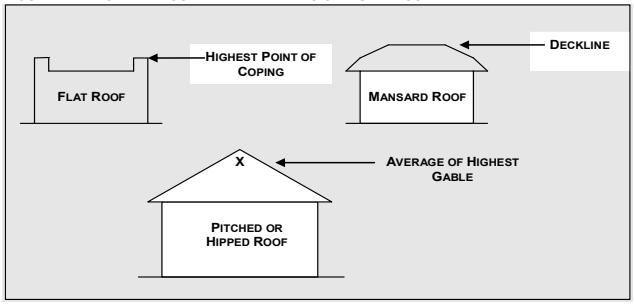
D. GENERAL LOT SIZE. Except as otherwise required by Section 13-105: *Residential Building Sizes and Lot Coverages* the following shall apply:

1. **MEASUREMENT.** Lot size refers to the amount of horizontal land area contained inside the lot lines of a lot or site. Public rights-of-way shall not be included in calculating lot size.
2. **MINIMUM LOT SIZE.** The minimum permitted lot size is 35 acres, unless a smaller lot size has been authorized pursuant to:
   a. **CONDITIONS OF A LAND USE CHANGE PERMIT**. Conditions of an approved Land Use Change Permit, or a subdivision plat approved and recorded in the Office of the Gunnison County Clerk and Recorder before the effective date of this *Resolution*.
   b. **COMPLIANCE WITH MUNICIPAL THREE MILE PLAN.** When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal Three-Mile Plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three-Mile Plan area. Where there is a conflict between the objectives or policies of a Three-Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply.
   c. **PERMIT ISSUED BEFORE MAY 6, 1977.** Is a parcel created by a Gunnison County zoning permit issued before May 6, 1977; or
   d. **EXEMPT PARCEL.** Is an "exempt" parcel created pursuant to C.R.S. 30-28-101.
3. **LOT SIZE IN NEW SUBDIVISIONS.** In residential subdivisions created after the effective date of this *Resolution*, the minimum lot size shall be no smaller than one acre unless served by a public waste-water treatment system. Determination of lot size for a proposed development in a certain location shall be evaluated by its compliance with Article 10: *Locational Standards.*

E. MEASUREMENT OF BUILDING SIZE. The measurement of the size of a building shall be by the definition of "floor area" in the applicable building code, adopted and amended by Gunnison County, and which includes the size of the basement in the overall measurement.

F. MINIMUM RESIDENCE FLOOR AREA. The minimum floor area of residences shall be as allowed by the applicable building code, adopted and amended by Gunnison County.

FIGURE 4: HEIGHT MEASUREMENT BY TYPES OF BUILDINGS



G. HEIGHT MEASUREMENT. Height shall be measured as the vertical distance from grade plane to the average height of the highest roof surface, which may include the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof (Figure 4: *Height Measurement by Types of Buildings*). Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building between the structure and a point six feet from the building (Figure 5: *Measurement of Building Height*.)

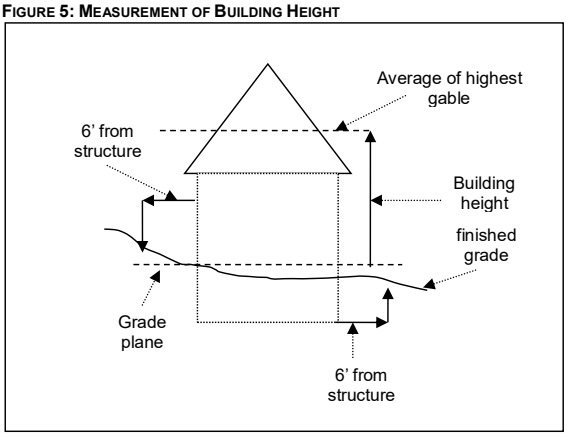
H. ALLOWED STRUCTURE HEIGHTS. Height of structures shall be as follows:

1. RESIDENTIAL STRUCTURES.

a. FLAT ROOFS. Structures with flat roofs shall not exceed 30 feet in height.

b. PITCHED ROOFS. All structures with pitched roofs shall not exceed 30 feet in height. The minimum roof pitch shall be as required by the applicable building code, adopted and amended by Gunnison County.

FIGURE 5: MEASUREMENT OF BUILDING HEIGHT



2. STEEPLES, CHIMNEY AND SPIRES. Steeples, chimneys and spires may extend ten feet higher than the roof peak.

3. COMMERCIAL OR INDUSTRIAL STRUCTURES. Unless otherwise exempted or regulated by this *Resolution*, commercial and industrial structures shall not exceed 30 feet in height, except that the allowable height may be increased to a maximum of 45 feet upon findings by the applicable decision-making body that:

a. ADEQUATE FIRE PROTECTION AVAILABLE. Adequate fire protection shall be available, pursuant to Section 11-105: *Development in Areas Subject to Wildfire Hazards*; and Section 12-107: *Fire Protection*;

b. VIEWS AND SOLAR ACCESS NOT OBSTRUCTED. Views and solar access shall not be significantly obstructed by the increased height; and

c. USE AND ENJOYMENT OF ADJACENT LAND USE NOT DIMINISHED. Use and enjoyment of adjacent lands shall not be diminished.

d. NO INTERFERENCE WITH AIRPORT PATHS OR ZONES. There shall be no interference with established airport flight paths or structural height restrictions within airport influence zones.

4. **HEIGHTS OF ACCESSORY STRUCTURES.** Unless otherwise exempted or regulated by this *Resolution*, no accessory structure that has a flat or pitched roof shall exceed 30 feet in height, except that agricultural structures constructed as part of an agricultural operation may exceed the height of the residence.

SECTION 13-104: SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY

A. APPLICABILITY. Unless otherwise exempted by this *Resolution*, the following shall apply, all land use changes and approved Building Permit site plans shall meet property line setback requirements indicated in Table 7: *Setbacks from Property Lines and Road Rights-of-Way.* Other setback requirements, not directly related to property lines or road rights-of-way, are addressed in Table 3: *Recreational Vehicle Park Property Line Setbacks,* Table 4: *Setbacks for Construction Materials Operations,* and Table 5: *Setbacks for Mining That Is Not a Construction Materials Operation.*

B. MEASUREMENT. Front, rear and side setbacks shall be measured as the distance between the nearest lot line and the foundation of a structure, along a line at right angles to the lot line. Where no minimum front, side or rear yards are specified for large parcels, a setback line shall parallel the corresponding lot line.

C. ZERO LOT LINE DEVELOPMENTS. To allow an alternative to standard single-family home development, and encourage an efficient use of land and maximization of centralized wastewater treatment systems, zero lot line developments are allowed. They are considered compatible with other residential uses and may be used to create a transition from lower or medium to higher density residential development.

1. **GENERAL SITING REQUIREMENTS**. Zero lot line houses may be sited on one side lot line, and sometimes also on the rear or front lot line to maximize the available yard space, or on a common lot line so that they resemble duplexes. They may also be sited on alternating lot lines, to give the appearance of housing in a more conventional subdivision. (Figure 6: *Zero Lot Line Siting*)

   a. **NO ZERO LOT LINE ON BOUNDARY OF UNRELATED PARCEL**. No zero lot line construction shall be allowed on the exterior boundary line of a parcel or lot that is adjacent to an unrelated parcel; all structures proposed to be located along that line shall be required to meet the standard setbacks required by this Section.

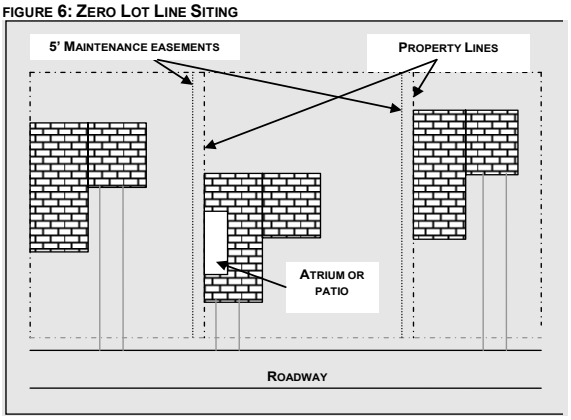
2. **REQUIRED TO TIE ON TO EXISTING WASTEWATER TREATMENT SYSTEMS**. Zero lot line developments shall be permitted only if served by wastewater treatment systems that have the capacity to provide service, and the providers are willing to provide service.

3. **MINIMUM LOT WIDTHS**. Minimum lot width shall be 40 feet. Lot widths may be alternated, combining narrow and wide lots to provide visual variety.

4. **MINIMUM SEPARATION BETWEEN RESIDENCES**. There shall be a minimum of 16 feet between residences, unless a greater distance is required by the applicable fire protection district.

5. **USES LIMITED ON LOT LINE WALL.** The wall of the residence located on the zero lot line shall have no windows, doors, air conditioning units or any other type of opening except that the following alternatives may be used:

FIGURE 6: ZERO LOT LINE SITING



   a. **AMENITIES ON THE ZERO LOT LINE**. Enclosed atriums, patios or similar amenities are permitted on the zero lot line side when they are enclosed by three walls of the residence and a solid wall on the zero lot line at least eight feet in height and constructed of material that complements the color and texture of the residence exterior.

   b. **ALTERNATE ORIENTATION OF LOTS**. When lots are angled at a 45 degree angle to the roadway, windows may be added on the zero lot line wall.

TABLE 7: SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY

SETBACK TYPE	MINIMUM PROPERTY LINE SETBACK
RESIDENTIAL SETBACKS	
Single family	Front: 25 Side/Rear: 15
Townhomes, condominiums and other multiple family buildings	Front: 25 feet Side/Rear: 15 feet Separate multiple-family buildings within a single Project may be constructed a minimum of ten feet from other buildings within the single Project.
Zero Lot Line developments	Residences may be constructed on the property line, pursuant to Section 13-104: C: *Zero Lot Line Developments*
BUSINESS AND COMMERCIAL SETBACKS	
Adjoining all other non-residential	15 feet
Adjoining residential	50 feet
Outdoor Vending Operation	35 feet from a residential property boundary
INDUSTRIAL SETBACKS	
Adjoining other industrial	15 feet
Adjoining business or commercial	100 feet
Adjoining residential areas, agricultural areas or public lands	300 feet
LIGHT INDUSTRIAL SETBACKS	
Adjoining residential	50 feet
Adjoining business and commercial	15 feet
Adjoining other light industrial	15 feet
Adjoining industrial	15 feet
SETBACKS FROM ROADS:	
When width of right-of-way is known, measurement shall be from edge of right-of-way; when unknown, measurement shall be from the road center line, and an additional 40 feet added to the requirements for setbacks from roads.	
Federal highways	40 feet
State highways	40 feet• Land uses that access onto either federal or state highways shall comply with the Colorado Highway Access Code
County and other public roads	40 feet
Platted subdivision development roads	25 feet

- Unless adjoining uses enter into party-wall or similar agreements permitting the construction of adjoining buildings to the common lot line and construction meets requirements of applicable building code.
- If compliance with setbacks from roads results in an inability to build, the applicant may request a variance, pursuant to Section 13-104: E: *Variance from This Section.*
- Other setback requirements, not directly related to property lines or road rights-of-way, are addressed in Section 11-109: G. 2: *Irrigation Ditch Easements*; Section 15-103: A. 6. a: *Irrigation Ditch Easements*; Section 11-107: *Protection of Water Quality* relative to the Restrictive Inner Buffer and Outer Variable Buffer; Table 3: *Recreational Vehicle Park Property Line Setbacks;* Table 4: *Setbacks for Construction Materials Operations;* and Table 5: *Setbacks for Mining That Is Not a Construction Materials Operation.*

6. **EASEMENT REQUIRED**. A minimum five foot easement shall be required on a zero lot line development plat, and referenced within protective covenants for the development, providing access to the zero lot line wall from the adjoining lot for purposes of maintenance of the zero lot line wall.

7. **DRAINAGE SHALL BE CONTAINED ON-SITE**. In addition to meeting the requirements of Section 13-117: *Drainage, Construction and Post Construction Storm Water Runoff,* runoff from the residence located on the zero lot line shall be contained within the zero lot line easement of the adjacent lot. Roofs pitched in the direction of the zero lot line shall be guttered.

D. LAND USE PERMIT APPLICATION DESIGN PLAN THAT DOES NOT COMPLY WITH THIS SECTION. When a Land Use Change Permit application is being reviewed by the Planning Commission in which the plans propose a design layout that includes setbacks that do not comply with the standards of this Section, the applicant shall submit

the information required by Section 13-104: E: *Variance From This Section.* The Community Development Department shall review of the application, pursuant to Section 3-110: *Community Development Department Application Review*, and shall submit copies of the application and the Department report to members of both the Planning Commission and ~~Board of Adjustments~~the BOA.

1. JOINT PUBLIC HEARING. The Board of ~~Adjustments~~Adjustment and Planning Commission shall jointly conduct the public hearing, and the notice shall so indicate. The chairperson of the Planning Commission shall preside ~~by~~ and the ~~board~~ Board of ~~Adjustments~~Adjustment shall be the body that determines the variance.

2. SCHEDULING OF VARIANCE REVIEW DURING LAND USE CHANGE PERMIT APPLICATION REVIEW.

a. MINOR IMPACT. When the proposed land use change is classified as a Minor Impact Project, the joint hearing shall be conducted during, and shall meet the requirements of the Minor Impact Project review process, pursuant to Article 6: *Minor Impact Projects*.

b. MAJOR IMPACT. When the proposed land use change is classified as a Major Impact Project, the joint hearing shall be conducted during, and shall meet the requirements of the Preliminary Plan review process, pursuant to Section 7-302: *Preliminary Plan Review Process for Major Impact Projects.*

E. VARIANCE FROM THIS SECTION. A variance from the requirements of this Section may be requested. An applicant for variance from property line setback requirements shall submit:

1. APPLICATION FORM. The Community Development Department shall provide an application form, which shall be completed by the applicant and returned to the Community Development Department. The form shall, at a minimum, include the following:

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 stating the same information for the agent.

b. PROPERTY OWNER. Name of the owner of the property; if different than the applicant, a notarized letter from the owner consenting to the application, must be submitted.

c. PROPERTY LOCATION. The legal description (referencing lot and block or tract numbers, homesteads), property address and common description of the parcel on which the land use change is proposed to be located. A copy of the recorded deed to the property, and/or a metes and bounds description should be included.

2. ACTION ON VARIANCE APPLICATION. It is the goal but not the requirement (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this *Resolution* that within 15 days following the closure of the public hearing, the Board of ~~Adjustments~~Adjustment shall complete its review of the application, approve or deny the application, and forward that decision to the Planning Commission.

a. DENIAL REQUIRES REDESIGN OF SITE PLAN. If the Board of ~~adjustments~~ Adjustment denies the application for variance from setback, the applicant shall be required to submit a new design to the Planning Commission that complies with this Section. No additional public hearing on the redesign shall be required, unless the change significantly alters the numbers of units or types or intensity of uses.

b. VARIANCE REVIEW EXTENDS LAND USE CHANGE PERMIT APPLICATION REVIEW TIMELINE. The Planning Commission period of review shall be extended by the length of time necessary for the Board of ~~Adjustments~~Adjustment to complete its action, but shall otherwise meet the time restrictions imposed by the respective impact classification review process.

3. BOARD OF ADJUSTMENT~~S~~ REVIEW, HEARING AND ACTION. A complete copy of the application shall be forwarded to the Board of ~~adjustments~~Adjustment, together with a copy of any comments by the Building Inspector.

4. PUBLIC NOTICE. Public notice that the Board of ~~Adjustments~~Adjustment will consider the application shall be given by publication, posting, and mailing of notice, pursuant to Section 3-112: *Notice of Public Hearing*.

a. COST FOR PUBLIC HEARING NOTICE(S). The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*.

5. HEARING. The Board of ~~Adjustments~~Adjustment shall conduct a public hearing to consider the application, that shall be conducted pursuant to Section 3-113: *Conduct of Public Hearing*, and shall include the following:

a. **COMMUNITY DEVELOPMENT DEPARTMENT REPORT**. The Community Development Department shall present its report.

b. **APPLICANT PRESENTATION**. The applicant shall, at his/her choice, present the application for variance, and the reasons for requesting it.

6. **ACTION BASED ON FINDINGS**. The Board of ~~Adjustments~~Adjustment shall consider all relevant materials and testimony and the standards of this Section and shall approve, approve with conditions, or deny the application, and shall, as part of that action, include specific findings that the application does or does not comply with Section 13-104: F: *Standards for Approval of Variance from Property Line Setbacks*.

F. **STANDARDS FOR APPROVAL OF VARIANCE FROM PROPERTY LINE SETBACKS**. An application for a variance for setback from property line requirements shall comply with all of the following standards:

1. **SPECIAL CIRCUMSTANCES EXIST**. There are special circumstances or conditions, including exceptional topography, or the narrowness, shallowness, or shape of the property, that are peculiar to the land or structure for which the variance is sought, and do not apply generally to land or structures in the neighborhood; and

2. **SITUATION DOES NOT RESULT FROM ACTION BY APPLICANT.** The special circumstances and conditions have not resulted from any act by the applicant or land owner; and

3. **STRICT APPLICATION CAUSES PRACTICAL DIFFICULTIES**. The special circumstances and conditions are such that the strict application of the requirements of this *Resolution* would result in peculiar and exceptional practical difficulties for, or an exceptional and undue hardship on, the owner of the land if the requirements of this *Resolution* were to be strictly applied; and

4. **NECESSARY TO RELIEVE PRACTICAL DIFFICULTIES**. The granting of the variance is necessary to relieve the applicant of the peculiar and exceptional practical difficulties or the exceptional and undue hardship, and is the minimum variance that could be granted to achieve that relief; and

5. **DOES NOT ADVERSELY AFFECT NEIGHBORHOOD**. The granting of the variance will not change the character or otherwise adversely affect the neighborhood surrounding the land where the Variance is proposed, will not have a substantially adverse impact on the enjoyment of land abutting on or across the road from the property in question, will not impair an adequate supply of light or air to adjacent property, and will not increase the danger of fire, or otherwise endanger public safety or the public interest.

G. **APPROVAL SHALL BE RECORDED.** An approval action by the Board of Adjustment shall be memorialized by a Certificate of Variance Approval, with which shall be included a copy of the site plan that illustrates the variance from property line setback requirement. The Certificate shall be recorded, at the cost of the applicant, by the Community Development Department in the Office of the Gunnison County Clerk and Recorder. An action of denial shall be filed in the records of the Community Development Department.

SECTION 13-105: RESIDENTIAL BUILDING SIZES AND LOT COVERAGES

A. **PURPOSES.** This Section establishes standards for structure sizes and building envelopes to achieve the purposes stated in Section 1-103: *Purposes* and in addition, to preserve the historic and architectural scale of structures and building envelopes in the county, to provide for innovation and flexibility in the use of individual parcels, and to recognize that a variety of appropriately sized, sited and scaled buildings are an amenity to Gunnison County.

B. **APPLICABILITY.**

1. **RESIDENTIAL AND RESIDENTIAL/MIXED USES**. The requirements of this Section shall apply to all residential and residential/mixed land uses, including multiple-family residences and housing developments.

2. **RESIDENCES ASSOCIATED WITH AGRICULTURAL, COMMERCIAL OR INDUSTRIAL OPERATIONS.** Residences associated with agricultural, commercial or industrial operations shall be subject to maximum structure size requirements of this Section. However, the size of accessory structures, the aggregate size of residences and accessory structures, the constraints on coverage and on building envelopes shall not apply to agricultural, commercial or industrial operations.

C. **PARCELS SMALLER THAN 6,500 SQ. FT.** The aggregate square footage of all structures on a parcel that is smaller than 6,500 sq. ft. shall not exceed 45 percent of the square footage of the parcel unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*.

D. **PARCELS EQUAL TO OR LARGER THAN 6,500 SQ. FT.** The following shall apply to residential structures on parcels equal to or larger than 6,500 sq. ft:

1. PERCENT OF COVERAGE. In no event shall the aggregate square footage of coverage by structures on a parcel 6,500 sq. ft. or larger exceed 45 percent of the total area of the parcel, or 4,100 sq. ft. whichever is greater, unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard.*

2. MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. unless:

a. LAND USE CHANGE PERMIT APPROVES GREATER SIZE. Approved pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard.*

3. MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY RESIDENCE(S). No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall equal or exceed 10,000 sq. ft. and the aggregate of all structure shall not equal or exceed 12,500 sq. ft. unless:

a. LAND USE CHANGE PERMIT APPROVES GREATER SIZE. Approved pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard.*

F. BUILDING ENVELOPE. The following standards shall apply in the location and use of a residential building envelope:

1. BUILDINGS SHALL BE CONFINED IN ENVELOPE. Except as approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard,* all structures on a parcel equal to or larger than 6,500 sq. ft. must be confined in a compact building envelope.

2. BUILDINGS SHALL SHARE SAME SERVICES. Except when not practicable or efficient, or as may be modified or prohibited by County, state or federal regulation, all buildings on a parcel that is 6,500 sq. ft. or larger shall:

a. SHARE SEWAGE DISPOSAL. Share the same On-Site Wastewater Treatment System;

b. SHARE WATER SUPPLY. Utilize the same water supply;

c. BE LOCATED IN SAME DRAINAGE BASIN. Be located in the same drainage basin; and

d. SHARE ROAD AND DRIVEWAY. Be accessed by the same road and driveway.

G. IMPACT CLASSIFICATION AND REQUIRED FINDINGS FOR COVERAGE EXCEEDING STANDARD. An application for a primary residence larger than 5,000 sq. ft. or for an aggregate of structures larger than 7,000 sq. ft. or for a multi-family residence on parcels 6, 500 sq. ft. or larger where a multiple family residence is larger than 10,000 sq. ft., or the aggregate of all multi-family residence(s) and accessory use structures and secondary structures is larger than 12,500 sq. ft. shall be classified and reviewed as a Minor Impact Project. No approval shall be given to a Project that exceeds the maximum coverage, building size, or the aggregate size of buildings allowed by this Section unless, in addition to the proposal's having complied with Article 10: *Locational Standards*, Article 11: *Resource Protection Standards*, Article 12: *Development Infrastructure Standards*, and Article 13: *Project Design Standards*, the Planning Commission finds by clear and convincing evidence that the Project shall meet or exceed the following standards:

1. FINDING OF NO OBTRUSIVE VISIBILITY REQUIRED FOR APPROVAL. The structure(s) is found not to be obtrusively visible. Elements to minimize such visibility shall include:

a. MINIMIZE VISIBILITY OF STRUCTURE BY SITING. The proposed Project and structures have been sited and shall be constructed using existing topography and natural vegetation for screening to the maximum extent feasible, to minimize the visibility of each structure from outside of the parcel on which it is to be built. During construction and use, disturbance and removal of existing vegetation outside of the permanent footprint of the structures shall be constrained to the maximum extent feasible, and restored substantially to its preconstruction state, to the maximum extent feasible; and

b. MINIMIZE VISIBILITY OF STRUCTURE BY SCREENING. After such siting, any structure that would be obtrusively visible from outside of the parcel on which it is to be built shall be screened to the maximum extent feasible from such visibility to preserve the natural characteristics of the site by natural vegetation, landscaping and architectural techniques (including colors that blend with the natural background, forms, and textures of the site, non-reflectability and clustering). Natural land forms are acceptable as screening; earth berming is acceptable only if it replicates the natural forms, scale and characteristics of the site. Deciduous vegetation of adequate density in its non-foliage season to provide effective screening is acceptable in combination with other screening techniques.

c. LOCATION OF UTILITIES UNDERGROUND. Utilities shall be located and installed, to the maximum extent feasible, to not be visible. If installed underground, the natural environment disturbed by installation shall be restored to the maximum extent feasible to its condition before the utilities were installed.

2. **OBTRUSIVE VISIBILITY SHALL CAUSE DENIAL.** If, after such siting and screening, any portion of a structure is obtrusively visible from outside of the parcel on which it is to be built, that portion of the Project shall be denied. In order to meet this standard, the entire structure need not be invisible from outside of the parcel on which it is to be built.

H. FURTHER SUBDIVISION. Nothing in this Section forbids, or shall be construed to forbid, subdivision of a parcel on which there exists a residential structure larger than 5,000 sq. ft. or an aggregate of structures larger than 7,000 sq. ft., except that no subdivision shall be permitted unless the resulting parcel that contains the structure that exceeds 5,000 sq. ft., and/or all of the buildings that total an aggregate of 7,000 sq. ft. is at least 35 acres in size.

SECTION 13-106: RESERVED

SECTION 13-107: INSTALLATION OF SOLID-FUEL-BURNING DEVICES

A. PURPOSE. The purpose of this Section is to minimize air pollution caused by solid-fuel-burning devices emissions by regulating their use, and to encourage the use of other heating alternatives that achieve better emission performance and heating efficiency and that comply with the emissions performance standards as adopted by the Colorado Department of Public Health and Environment Air Quality Control Commission. It is further the policy of the ~~Board~~BOCC to encourage the replacement of non-approved devices with cleaner sources of heat.

B. APPLICABILITY.

1. **NEW STRUCTURES REQUIRING BUILDING PERMITS**. Any structure for which a Building Permit is requested or required after the effective date of this *Resolution* shall be required to comply with this Section. When a new portion of a structure requires a Building Permit, and a solid-fuel-burning device is to be located in that new portion, that solid-fuel-burning device shall comply with this Section.
2. **NEW STRUCTURES THAT DO NOT REQUIRE BUILDING PERMITS**. Any new structure for which no Building Permit is required pursuant to this *Resolution*, the applicable building code, adopted and amended by Gunnison County, or by any other code or regulation adopted by Gunnison County, shall be required to comply with this Section.
3. **EXISTING DEVICES IN EXISTING STRUCTURES**. Any solid fuel-burning device, including coal-fired furnaces, existing in an existing structure as of the effective date of this *Resolution* is not required to be replaced, except that any non-approved solid-fuel-burning device, when replaced or relocated, shall comply with Section 13-107: J: *Replacement or Modification of Solid Fuel- Burning Devices*.
4. **DEVICES DESIGNED FOR HEATING A STRUCTURE, LOCATED OUTSIDE OF THE STRUCTURE**. Any solid fuel-burning device designed for heating a structure, including but not limited to solid fuel-burning furnaces or boilers located outside of the structure, shall be required to be an approved solid fuel-burning device.

C. LIMITATION ON NUMBER OF DEVICES.

1. **SINGLE FAMILY RESIDENCES**. Any single-family residential structure, manufactured home, or a mobile home located outside of a mobile home community, for which a Building, Manufactured Home or Mobile Home Permit is issued after the effective date of this *Resolution* shall be allowed to install two approved solid-fuel-burning devices per single family residence. A mobile home located within a mobile home community shall be limited to the installation of one approved solid fuel-burning device per mobile home.
2. **MULTIPLE-FAMILY RESIDENCES, HOTELS, COMMERCIAL AND INDUSTRIAL BUILDINGS.** No solid-fuel-burning device shall be allowed in individual units of multiple-family buildings, hotel/motel units, commercial or industrial buildings, except that two approved solid-fuel-burning devices may be installed per building.

D. LIMITATION ON NUMBER OF DEVICES IN AREAS AROUND THE TOWNS OF CRESTED BUTTE AND MT. CRESTED BUTTE. When the land is located within the boundaries of a municipal three mile plan area defined within a Three-Mile Plan of the Towns of Crested Butte or Mt. Crested Butte the installation of solid-fuel devices shall comply with the following standards, or if an adopted intergovernmental agreement identifies specific standards regarding the installation of solid fuel-burning devices, the standards identified within the intergovernmental agreement shall prevail:

1. **SINGLE FAMILY RESIDENCES**. Any single-family residence, manufactured or mobile home for which a Building, Manufactured Home or Mobile Home Permit is issued after the effective date of this *Resolution* shall be allowed to install one approved solid-fuel-burning device per single family residence.

2. **MULTIPLE-FAMILY RESIDENCES, HOTELS, COMMERCIAL AND INDUSTRIAL BUILDINGS.** No solid-fuel-burning device shall be allowed in individual units of multiple-family buildings, hotel/motel units, commercial or industrial buildings, except that one approved solid-fuel-burning device may be installed per building.

E. LIMITATION ON NUMBER OF DEVICES IN AREAS AROUND THE CITY OF GUNNISON. When the land is located within the boundaries of the municipal three mile plan area defined within the Three-Mile Plan of the City of Gunnison the installation of solid-fuel devices shall comply with the following standards or if an adopted intergovernmental agreement between the City and the County identifies specific standards regarding the installation of solid fuel-burning devices, the standards identified within the intergovernmental agreement shall prevail:

1. **SINGLE FAMILY RESIDENCES**. Any single-family residence, manufactured home, or mobile home outside of a mobile home community, for which a Building, Manufactured Home or Mobile Home Permit is issued after the effective date of this *Resolution* shall be allowed to install two approved solid-fuel-burning devices per single family residence. A mobile home located within a mobile home community shall be limited to the installation of one approved solid fuel-burning device per mobile home.

2. **MULTIPLE-FAMILY RESIDENCES, HOTELS, COMMERCIAL AND INDUSTRIAL BUILDINGS.** No solid-fuel-burning device shall be allowed in individual units of multiple-family buildings, hotel/motel units, commercial or industrial buildings, except that two approved solid-fuel-burning devices may be installed per building.

F. COMPLIANCE IN SPECIAL GEOGRAPHIC AREAS. When the County has adopted requirements governing development review, permitting or inspections of solid fuel-burning devices in designated special geographic areas, the more restrictive requirements shall apply to solid fuel-burning devices in that particular area.

G. NO ADDITIONAL DEVICES. In existing structures that have two or more solid-fuel-burning devices as of the effective date of this *Resolution*, an additional one shall not be installed.

H. ACCESSORY STRUCTURES. One approved solid-fuel-burning device is allowed per non-residential structure that is accessory to a residence, for temporary or sporadic use, whether the structure is attached or detached.

I. NO LIMIT TO NUMBER OF NON-SOLID-FUEL-BURNING DEVICES. There is no limitation on the number of approved non-solid-fuel-burning devices that may be installed in any structure, so long as they all comply with all applicable federal, state and County codes and regulations.

J. REPLACEMENT OR MODIFICATION OF SOLID FUEL-BURNING DEVICES. Any non-approved solid fuel-burning device that requires replacement or relocation shall be required to be removed and replaced with an approved solid fuel-burning device, or approved non-solid fuel burning device. Replacement of a non-approved device in one condominium or townhouse unit shall not affect devices in other units.

K. INSTALLATION. Devices shall be installed as follows:

1. **SOLID-FUEL-BURNING DEVICE.** Any solid-fuel-burning device shall be installed pursuant to the standards and specifications defined by the manufacturer of that device, or shall meet the clearances specified in the *International Mechanical Code*.

2. **NON-SOLID-FUEL-BURNING DEVICE.** Any non-solid-fuel-burning device shall be installed pursuant to the standards and specifications of its manufacturer and the *International Fuel-Gas Code*.

L. INSPECTION. The installation of any solid-fuel-burning device or non-solid-fuel-burning device shall be subject to inspection and approval by the Gunnison County Building Inspector and, as applicable, by the applicable fire protection district in which the device is located. Only the affected unit will be inspected.

M. FEES. Inspection fees shall be as delineated in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the Board of Commissioners.

N. SPARK ARRESTORS. Spark arrestors shall be required in al solid-fuel-burning device systems to which this Section applies pursuant to Section 13-107: B.1.: *New Structures Requiring Building Permits*, Section 13-107: B. 2.: *New Structures That Do Not Require Building Permits*, and Section 13-107: B. 3.: *Existing Devices in Existing Structures.*

SECTION 13-108: OPEN SPACE AND RECREATION AREAS

A. GENERAL. This Section intends to insure that new development provides for or contributes to park and recreation facilities for the community and residents of new developments, to provide passive and active recreation opportunities, and to preserve open space for the purpose to protect sensitive natural areas, agricultural forage areas and view corridors.

B. EXEMPTIONS. This Section shall not apply to agricultural operations. Unless specifically required by this Section, Projects that are classified as Administrative Review Projects and Minor Impact Projects are exempt.

C. PROPOSED DEVELOPMENT LOCATED WITHIN MUNICIPAL THREE MILE PLAN AREA. When a development is proposed within a municipal Three-Mile Plan area, the development design shall address the objectives and policies of the applicable Three Mile Plan, as follows:

1. **STANDARDS WITHIN INTERGOVERNMENTAL AGREEMENT**. When an adopted intergovernmental agreement exists between the County and a municipality, proposed open spaces, including parks and other recreational amenities for any land use change located within the applicable municipal Three-Mile Plan area shall be designed to comply with the standards referenced or imposed by that agreement.
2. **COUNTY STANDARDS APPLY IF NO INTERGOVERNMENTAL AGREEMENT**. If no intergovernmental agreement exists, or there are no open space standards within the intergovernmental agreement, the County shall consider, but not necessarily be bound by, comments submitted by the municipality.

D. MOBILE HOME COMMUNITIES. Whether classified as a Minor or Major Impact Project, a mobile home community shall include open space pursuant to Section 9-203: *Mobile Home Communities*.

E. MINOR IMPACT PROJECTS. Except as exempted by Section 13-108: B: *Exemptions*, the requirements of this Section shall apply to specific Minor Impact Projects as follows:

1. **CHILD CARE CENTER.** A child care center shall provide an outdoor play area, as required within Section 9-506: *Child Care Center.*
2. **GROUP HOME.** A group home shall comply with the standards required by Section 9-507: *Group Home*.
3. **MINOR IMPACT COMMERCIAL AND INDUSTRIAL USES**. Unless otherwise required by this *Resolution* or other adopted policy or regulation of Gunnison County to contribute a prorated share to the purchase and maintenance of open space, and/or developed recreation areas, commercial and industrial uses that are classified as Minor Impact Projects pursuant to Section 6-102: *Projects Classified as Minor Impact* shall provide open space by including landscaping elements pursuant to Section 13-111: *Landscaping and Buffering*, and setbacks from property lines pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.

F. MAJOR IMPACT COMMERCIAL AND INDUSTRIAL USES. Unless otherwise required by this *Resolution* or other adopted policy or regulation of Gunnison County to contribute a prorated share to the purchase and maintenance of open space, and/or developed recreation areas, commercial and industrial uses that are classified as Major Impact Projects pursuant to Section 7-101: *Projects Classified as Major Impact* shall provide open space by including landscaping elements pursuant to Section 13-111: *Landscaping and Buffering*, and setbacks from property lines pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.

G. RESIDENTIAL USES. A minimum of 30 percent of any proposed residential subdivision, or multiple-family development consisting of five or more lots or residences shall be permanently set aside for public, private, or common developed and/or undeveloped open space, except that the amount of open space shall be reduced to 15 percent when the proposed Project conforms to the requirements of *Division 14-200: Residential Density Transfer Program.*

H. CALCULATION OF OPEN SPACE. Calculation of open space shall not include the footprints of buildings or structures, roadbeds or parking areas, except when those buildings, structures, roadbeds or parking areas are required by the County as part of a recreational area to serve a residential development, or when such buildings or structures are designated on federal, state or local lists of historically significant buildings or sites; and shall not include land within the building envelopes of residential lots, except that that the land between designated building envelopes may comprise up to ten percent of the total amount of building space.

I. USES ALLOWED AND AREAS TO BE PROTECTED. The following are areas that should be protected to the maximum extent feasible within designated open space, listed in no particular order of priority:

1. **HABITAT AND ENVIRONMENTALLY SENSITIVE AREAS**. Areas of environmental sensitivity and those that are sensitive wildlife habitat shall be included in the undeveloped open space to the maximum extent feasible.
2. **UNIQUE AND/OR FRAGILE AREAS.** Unique or fragile areas, including geological formations, forested areas, critical view sheds or water bodies.
3. **FLOODPLAINS.** Lands in the floodplain, as identified by mapping, pursuant to Section 11-103: *Development in Areas Subject to Flood Hazards*.
4. **HISTORIC SITES.** Historically significant structures and sites, as listed on federal, state, or local lists of historic places.

5. **PUBLIC LANDS ACCESS.** Areas that have historically provided, or are identified as desirable for public access to public lands.
6. **AGRICULTURAL LANDS.** Irrigated agricultural lands, including valley bottoms, hay meadows, and pasturelands.
7. **NATURAL CONDITION**. Land designated as undeveloped open space shall be left in its natural condition, except as may be recommended by the Colorado Forest Service for maintenance to discourage fire. A developer or owner may make certain improvements, including constructing walking and bicycle trails, providing picnic areas, or similar amenities, as approved by the County.
8. **PASSIVE OR ACTIVE RECREATIONAL AREAS MAY BE REQUIRED**. Gunnison County may require or allow the designation of a passive or active recreational area within the designated open space of a development, and the installation of recreational facilities for use by its residents and/or the general public, based upon the following criteria. Standards of the National Recreation and Park Association and the American Academy for Park and Recreation Administration's *Park, Recreation, Open Space and Greenway Guidelines*, or standards obtained from another credible source shall be used to determine the exact spatial and dimensional requirements needed for a specific type of recreation area or facility.
   a. **CHARACTERISTICS**. The characteristics of the open space land;
   b. **POPULATION NEEDS.** The estimated age and the Projected recreational needs of persons likely to live in the development;
   c. **EXISTING FACILITIES.** The proximity, nature, availability and capacity of existing public or private facilities, and/or the close proximity of public lands.
   d. **COST.** The estimated cost of the recreational facilities; and
   e. **COMPATIBILITY.** Compatibility with adjacent land uses.

J. **DESIGN REQUIREMENTS.** Design of open space areas shall address the following:
   1. **CONTIGUOUS BLOCKS.** Open space for non-recreational or passive recreational uses shall be in relatively large contiguous blocks and shall not be fragmented into small, unconnected areas, to the maximum extent feasible. This shall not preclude open space that protects wetlands or sensitive wildlife habitat area.
   2. **LINKAGE.** To the maximum extent feasible, sites shall be designed so that designated open space areas and conservation easements are linked to other open spaces, particularly stream corridors and contiguous wetlands, including such open lands or spaces that are located on adjacent properties.

K. **PRESERVATION AND MAINTENANCE OF OPEN SPACE**. Open space areas shall be physically maintained so that the historic natural condition or use and enjoyment as open space is not diminished or destroyed. Open space areas shall be owned, preserved, and maintained pursuant to this Section, by any of the following methods, alone or in combination:
   1. **CONSERVATION EASEMENTS**. The dedication of perpetual conservation easements or their equivalent is encouraged, particularly when uses of those easements shall be restricted to ranching or undeveloped recreation, or when those easements are to be dedicated for public use and enjoyment, and where appropriate, incorporate public trails.
   2. **DEDICATION.** Open space areas shall be designated to a municipality or any other appropriate public or private non-profit entity acceptable to the County that is also willing to accept the obligation for monitoring and preservation.
   3. **COMMERCIAL USE ON COMMONLY-OWNED OPEN SPACE**. In the case of private open space in a subdivision, ownership in common and held by a homeowners' or property owners' association that assumes full responsibility for its maintenance, common undeveloped open space may not be used as a commercial enterprise that charges the general public a fee for its use, unless approved by the County.

L. **DEED RESTRICTIONS**. Any lands deeded in private, public, or common ownership and dedicated for open space purposes shall have protective covenants and deed restrictions ensuring perpetual compliance with the following requirements:
   1. **FUTURE SUBDIVISION OR NON-OPEN SPACE USES**. The open space shall not be subdivided or used for non-open space purposes in the future.
   2. **PERPETUITY**. The use of the open space shall continue in perpetuity, subject to state statutory limitations for the purposes specified;

3. **MAINTENANCE**. Appropriate requirements, including funding, shall be made for the maintenance of the open space. Such requirements shall include requirements for removal of litter, dead and diseased trees, noxious weeds and other vegetation, pursuant to Section 13-115: *Reclamation and Noxious Weed Control,* when appropriate. Removal of plant material may not be required where the vegetation provides important wildlife habitat or assists in the maintenance of free-flowing natural or artificial watercourses or stream channels so that floodplain levels are not altered. Maintenance of open spaces used for recreational activities may be limited to insuring that there are no hazards, nuisances, or unhealthy conditions; and

M. DESIGNATION ON PLAN. The Preliminary and Final Plans/Plat of a Major Impact Project and the Final Plan/Plat of a Minor Impact Project shall show the dedications of any open space lands and recreation areas.

SECTION 13-109: SIGNS

A. GENERAL. This Section is designed to permit signs that facilitate communication, promote the safety of motorists and pedestrians, and encourage economic development by identifying businesses and other lands uses in ways that complement and enhance the environment. This provides a permitting system to govern the placement of outdoor advertising and other informational signs in the unincorporated areas of Gunnison County.

B. REPEAL OF GUNNISON COUNTY SIGN CODE. This Section repeals and replaces the requirements in the *Gunnison County Sign Code*.

C. RELATIONSHIP TO OTHER REGULATIONS. Nothing in this Section shall be construed as exempting an applicant from any other applicable county, state, or federal regulations, including but not limited to those in Gunnison County Resolution Series 1989 No. 42: *Concerning Placement of Tourist-Oriented Directional Signs*, pursuant to C.R.S. 43-1-420 (3).

D. PERMIT REQUIRED. Before any sign is erected, constructed, structurally altered or moved, it shall comply with the requirements in this Section and shall have received a permit from the Community Development Department, unless the sign is expressly exempted from the provisions of this *Resolution*.

1. **APPLICATION FORM.** The Community Development Department shall provide the appropriate application form, which, at a minimum, shall include the following:

   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 stating the same information for the agent.

   b. **PROPERTY OWNER**. Name of the owner of the property; if other than the applicant, notarized letter from the owner consenting to the application, must be submitted.

   c. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the sign is proposed to be located. A copy of the recorded deed to the property should be included.

   d. **ILLUSTRATION OF SIGN.** A rendering, to scale and dated by the person who prepared it, of the dimensions and appearance of the proposed sign.

E. SIGNS ALLOWED WITHOUT PERMITS. The following signs do not require a Sign Permit:

1. **PUBLIC DIRECTIONAL SIGNS.** Signs required or authorized for a public purpose by law or statute, including traffic control signs, and excluding those defined by Gunnison County Resolution Series 1989 No. 42: *Concerning Placement of Tourist-Oriented Directional Signs*, pursuant to C.R.S. 43-1-420 (3).

2. **PUBLIC UTILITY LOCATION SIGNS**. Signs placed by a public utility showing the location of underground facilities.

3. **SIGNS LOCATED WITHIN A BUILDING,** so long as such signs are not oriented to and are not viewed from a public right-of-way, private road, parking area or public space outside the building

4. **TEMPORARY SIGNS.** Pennants or banners erected for no more than thirty (30) days in a calendar year. ~~advertising an special event. Notice of such signs shall be required to be filed by the sponsoring organization with the Community Development Department before display. Such signs may be erected no sooner than two weeks before the event, and shall be removed in one week after the event; but in no event shall a banner be erected more than 30 days.~~

5. **LIVESTOCK DRIVES.** Signs necessary for the safe movement of livestock on public roads.

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6. **OCCUPANT AND HOME OCCUPATION SIGNS.** One residential identification sign per residence, containing the name(s) of occupant(s), address of the premises, and/or identifying any home occupation as defined and regulated in this *Resolution*. These signs shall be limited to wall and ground signs that are no more than six sq. ft. in area, and may be illuminated by a concealed, non-flashing light source. Wall signs may be attached to any structure and/or fence.
7. **REAL ESTATE SIGN**. A temporary wall or ground sign not more than six sq. ft. advertising the sale, rental, or lease of a designated structure or land area for a permitted use on which the sign is located. One sign shall be allowed per lot, shall not be illuminated, except that when the subject property abuts two public roadways, there may be one sign facing each roadway. The sign(s) shall be removed immediately after the property is sold, rented or leased.
8. **CONSTRUCTION SIGN.** A temporary wall or ground sign not more than 32 sq. ft. advertising the construction, remodeling or rebuilding of a certain structure for a permitted use on which the signs are located. One sign shall be allowed per Project, shall not be illuminated and shall be removed immediately on completion of construction.
9. **MEMORIAL AND HISTORICAL SIGNS**. Cornerstones, monuments, commemorative tablets and historical signs of not more than ten sq. ft.
10. **HOLIDAY AND SEASONAL DECORATIONS**. Decorative, customary signs commonly associated with designated national, local or religious holidays or season.
11. **ADVISORY SIGNS**. Signs warning of prohibited activities including trespassing, hunting, fishing, or swimming may be posted without limitation as to numbers, but are limited to two sq. ft. or less per sign.
12. **BUSINESS HOURS SIGNS**. "Open/closed" and related hours-of-operation signs that do not exceed two sq. ft.
13. **POLITICAL ~~CAMPAIGN~~ SIGNS.** Political signs~~ that do not exceed 32 sq. ft. in area are permitted. The signs shall be removed no later than one week following the date of the subject election.~~

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F. SIGNS INTEGRAL TO LAND USE CHANGE PERMITS. A sign to be located in, or as an integral part of a development shall conform to the requirements of this Section except when differing sign requirements are incorporated into, and approved as a part of the Land Use Change Permit by the applicable decision-making body.

G. **COMMERCIAL, INDUSTRIAL AND BUSINESS CLUSTER SIGNS**. Multiple businesses, commercial, or industrial establishments that are part of an industrial or business park may construct one cluster sign at each approved access to the development that includes the name of the development and/or listings of individual businesses in the development. Within the development, one sign per establishment is allowed, and each shall comply with the requirements of this Section.

H. **NONCONFORMING SIGNS**. All signs that existed as of the effective date of the *Gunnison County Sign Code,* or were permitted pursuant to its requirements, may be retained so long as they are kept in a state of good repair as specified in Section 13-109: J.3. *Repair or Removal,* and so long as they are not relocated, replaced, structurally altered, or damaged by wind, fire or other cause to the extent that 50 percent or more of their replacement value has been destroyed.

I. 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 property 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 to eliminate or minimize upward directed light and glare and so that lights illuminate only the sign and not property
e. 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 not be 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.

J. CONSTRUCTION AND MAINTENANCE.

1. **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.
2. **WIND LOAD**. Wind load requirements shall be equal to, or greater than 26 pounds per sq. ft. of sign area.
3. **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~~BOCC may, after due public notice and hearing, require that sign or structure to be removed at the expense of the owner of the sign.

K. SIGN AREA MEASUREMENT.

1. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 sq. ft.
2. **MAXIMUM AGGREGATE SIGN AREA.** The maximum permitted aggregate area for cluster signs shall be 70 sq. ft.
3. **MAXIMUM HEIGHT.** The maximum height of a sign shall be no greater than 16 feet above the natural grade of the ground on which it is placed, except that a sign located over a property's entranceway or exit way may be 20 feet above the road over which it is placed.
4. **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.
5. **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.

L. SIGNS ALLOWED ONLY BY VARIANCE BY THE ~~BOARD~~BOARD OF ADJUSTMENTS. The following signs are not permitted, except by variance issued by the ~~Board~~BOA, pursuant to Section 13-109: M: *Variances from the Requirements of this Section*:

1. **NON-COMPLIANT SIGNS**. Any sign not in compliance with the provision of these regulations.
2. **OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to Gunnison County Resolution Series 1989 No. 42: *Concerning Placement of Tourist-Oriented Directional Signs*, which are allowed without a variance.
3. **PROJECTING ROOF-MOUNTED SIGNS**. Roof-mounted signs that Project above the highest point of a roofline or fascia of a building.
4. **SIGNS ADVERTISING LOTS IN PROPOSED DEVELOPMENTS.** Signs promoting lots or units for sale in a proposed development after approval of Preliminary Plan, but before approval of the Final Plan. A variance for this type of sign may be granted for up to one year. The sign shall include language that the development is pending approval.
5. **SIGNS ADVERTISING CONDOMINIUM AND TOWNHOMES.** Signs advertising condominium and townhouse construction may be posted after approval of Preliminary Plan, but before approval of the Final Plan. A variance for this type of sign may be granted for up to one year.
6. **OVERSIZE HOME OCCUPATION SIGN ~~SIGNS~~**. Signs of more than six sq. ft. identifying a home occupation.

M. VARIANCES FROM THE REQUIREMENTS OF THIS SECTION. The ~~Board~~BOA may authorize a variance from this Section, in accordance with the following process:

1. **SUBMITTAL OF REQUEST BY APPLICANT.** The Community Development Department shall provide the appropriate application form that shall, at a minimum, include the following:

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 stating the same information for the agent.

b. **PROPERTY OWNER**. Name of the owner of the property; if other than the applicant, notarized letter from the owner consenting to the application, must be submitted.

c. **PROPERTY LOCATION**. The legal description (referencing lot and block or tract numbers, homesteads, or metes and bounds), property address and common description of the parcel on which the sign is proposed to be located. A copy of the recorded deed to the property should be included.

d. **COMPLIANCE WITH CRITERIA OF DECISION**. An explanation of how the variance meets the requirements of Section 13-109: M. 4: *Criteria for ~~Board~~BOA Decision*.

2. **BUILDING INSPECTOR REVIEW.** The Building Inspector shall prepare a written report that includes:

a. **SIGN PERMIT APPLICATION.** A copy of the Sign Permit application as submitted by the applicant.

b. **DETERMINATION OF NON-COMPLIANCE**. Reference to the specific subsections of this Section with which the application does not comply.

3. **~~BOARD~~BOARD OF ADJUSTMENT~~S~~ MEETING**. The request for variance shall be scheduled on the next available agenda of the ~~Board~~BOA.

a. **~~BUILDING INSPECTOR'S~~COMMUNITY DEVELOPMENT DEPARTMENT REPORT.** The ~~Building Inspector~~Community Development Department shall explain the sign application's noncompliance with the applicable standards of this Section.

b. **APPLICANT'S PRESENTATION.** The applicant may present his request, including the reasons that the request complies with Section 13-109: M.4: *Criteria for ~~Board~~BOA Decision.*

4. **CRITERIA FOR ~~BOARD~~BOA DECISION**. The ~~Board~~BOA shall consider the ~~Building Inspector's~~Community Development Department's report, the information included in the request for variance, and the presentation of the applicant. A variance shall be granted only upon a demonstration by the applicant by a preponderance of the evidence that the literal enforcement of this Section would cause unnecessary or undue hardship to the applicant, and that there will be no adverse impact to adjacent land uses or the general public; and upon written finding by the ~~Board~~BOA that all of the following criteria have been met:

a. **HARDSHIP NOT SELF-IMPOSED.** That the hardship has not been created by the applicant, or his/her predecessor;

b. **NO HARM TO PUBLIC SAFETY.** That there is no detriment to the public health, safety and welfare;

c. **DEMONSTRATION OF NEED.** That there exists a clear and reasonable need for the sign at the proposed location;

d. **CONSISTENCY WITH NEIGHBORHOOD**. That the type, style, size and other characteristics of the proposed sign are consistent with the character of the proposed location;

e. **COMPLIANCE WITH ALL OTHER STANDARDS**. That the location, character and format of the proposed sign are not in conflict with the purposes of this Section, or of this *Resolution*.

f. **PUBLIC BENEFIT OUTWEIGHS IMPACTS**. That the benefits that the sign would provide to the public and county visitors would outweigh any adverse aesthetic or other impacts caused by the proposed sign.

N. RECORD OF DECISION. The record of the ~~Board's~~BOA's~~S~~ decision shall be included within the ~~Board's~~BOA's meeting minutes.

O. VIOLATIONS AND ENFORCEMENT OF THIS SECTION.

1. **TYPES OF VIOLATIONS**. Any sign or sign structure erected, constructed, reconstructed, altered, maintained or used in a manner not in compliance with this Section shall be considered in violation.

2. **ENFORCEMENT**. Enforcement of this Section shall comply with the requirements of Article 16: *Enforcement*. To initiate enforcement, the Building Inspector shall notify the sign owner of the violation by certified mail at their last known address, citing portions of this Section that the sign specifically violates.

P. FEES. The cost of Sign Permits shall be as delineated in a schedule of fees charged for permits available in the Community Development Department, and adopted and amended by the ~~Board~~BOCC.

SECTION 13-110: OFF-ROAD PARKING AND LOADING

A. PARKING FACILITIES REQUIRED. There shall be provided for any structure that is constructed, expanded, or structurally altered, or for which the use is proposed to be changed, permanent off-road parking facilities sufficient to minimize traffic congestion and provide safe vehicular access, pursuant to all of the requirements of this Section and with snow storage requirements in Section 13-112: *Snow Storage*.

B. CONTINUING OBLIGATION. The provision and maintenance of off-road parking and loading spaces that comply with the standards of this Section shall be a continuing year-round obligation of the property owner.

C. **BUILDING PERMIT SITE PLANS**. The site plan for a Building Permit application shall indicate the number and location of parking loading spaces to be provided for the proposed structure (s). Location of the parking shall comply with Section 13-112: *Snow Storage*. As applicable, the number of spaces shall comply with requirements of the protective covenants for individual subdivisions, or shall otherwise meet the requirements of this Section, whichever number is larger.

D. CHANGE OF USE. Should the use to which a lot or building is put, so that the need for off-road parking and loading requirements is increased, the required Land Use Change Permit application shall include the additional required spaces or loading facilities.

E. STANDARDS FOR OFF-ROAD PARKING. Unless otherwise required by this *Resolution*, off-road parking facilities shall meet the minimum ~~distances~~ number of spaces listed in Appendix Table ~~23~~*: Off-Road Parking Requirements*. Staff shall determine the appropriate classification for any use or facility not listed based on the impacts and traffic generation characteristics of the proposed use or facility.

FIGURE 7: SIGHT DISTANCE TRIANGLE

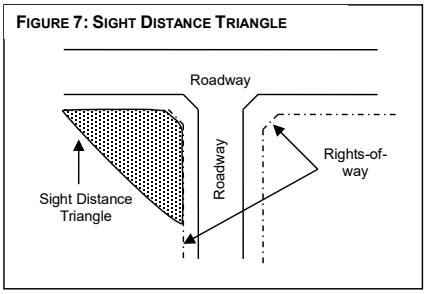


TABLE 8: OFF-ROAD LOADING SPACES FOR NON-RESIDENTIAL USES

GROSS FLOOR AREA	NUMBER OF SPACES REQUIRED
• 1-15,000 sq. ft.	1
• 15,001-50,000 sq. ft.	2
• 50,001-001 sq. ft.	3

1. **MULTIPLE USES.** Unless otherwise permitted, a land use change that includes more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses.
2. **OCCUPANCY- OR CAPACITY-BASED STANDARDS**. For the purpose of computing parking requirements based on employees, students, residents, or occupants, calculations shall be based on the largest number of persons working on any single shift, the maximum enrollment, or the maximum fire-rated capacity of a structure, whichever is applicable and whichever results in the greater number of spaces.

F. OFF-ROAD LOADING. Non-residential uses shall, at a minimum, provide the number of off-road loading spaces as listed in Table 8: *Off-Road Loading Spaces for Non-Residential Uses*.

G. LOCATION OF OFF-ROAD PARKING SPACES. Required off-road parking spaces shall be located on the same lot as the primary use, unless otherwise provided in this Section. In all cases, the nearest parking shall be provided within 100 feet of, and to the maximum extent feasible, the farthest parking shall be no more than 300 feet from the primary use for which parking is required, unless adequate ground transportation is provided.

1. **LOCATION IN NON-RESIDENTIAL AREAS.** Required off-road parking spaces may occupy any part of the property, except in required landscape areas, or sight distance triangles (Figure 7: *Sight Distance Triangle*), or in locations disconnected from the primary use.
2. **PROHIBITED USES OF REQUIRED PARKING SPACES.** Required parking spaces shall be available only for the parking of operable passenger vehicles of residents, guests, customers, patrons, and employees of the use for which the parking spaces are required. Prohibited uses of the required parking spaces shall be as follows:

a. **MATERIALS OR INOPERABLE VEHICLES.** Materials or inoperable vehicles shall not be stored in required parking spaces.

b. **DELIVERY VEHICLES**. Delivery vehicles or trucks used in conducting the business or use shall not be parked in required parking spaces during business hours, but may be parked in those spaces for overnight storage.

c. **COMMERCIAL VEHICLES ON RESIDENTIAL PROPERTY**. Commercial vehicles or heavy equipment used in a business operation shall not be parked in the parking spaces that are required for a residential use, unless the commercial vehicle is used for a permitted home occupation or is a company vehicle used for commuting.

H. ACCESSIBLE PARKING FOR PHYSICALLY DISABLED PERSONS. A portion of the total number of required parking spaces in each off-road parking area shall be specifically designated, located, and reserved for use by persons with physical disabilities.

1. **Number of Spaces.** The minimum number of accessible spaces shall be a portion of the total number of off-road parking spaces required, as determined from Table 9: *Minimum Number of Accessible Parking Spaces Required for Disabled Persons.* Parking spaces reserved for persons with disabilities shall be counted toward fulfilling off-road parking requirements.

2. **MINIMUM DIMENSIONS.** All parking spaces reserved for persons with disabilities shall comply with the parking space dimension standards of this Section. Access aisles shall immediately abut the spaces, and:

   a. **CAR-ACCESSIBLE SPACES.** Car-accessible spaces shall have at least a five foot wide access aisle located next to the designated parking space.

   b. **VAN-ACCESSIBLE SPACES**. Van-accessible spaces shall have at least an eight foot wide access aisle located next to the designated parking spaces.

3. **LOCATION OF SPACES.** Required spaces for persons with disabilities shall be located in close proximity to building entrances and shall be designed to permit occupants of vehicles to reach the building entrance along an unobstructed path.

4. **SIGNS AND MARKING.** Required spaces for persons with disabilities shall be identified with signs and pavement markings identifying them as reserved for persons with disabilities. Signs shall be posted directly in front of the parking space at a height of no less than 42 inches and no more than 72 inches above pavement level.

I. PARKING AREA DESIGN STANDARDS.

TABLE 9: MINIMUM ACCESSIBLE PARKING SPACES FOR DISABLED PERSONS

TOTAL PARKING SPACES PROVIDED PER LAND USE	NUMBER OF VAN-ACCESSIBLE SPACES REQUIRED	NUMBER OF CAR-ACCESSIBLE SPACES REQUIRED
1-25	1	0
26-50	1	1
51-75	1	2
76-100	1	3
101-150	1	4
151-200	1	5
201-300	1	6
301-400	1	7
401-500	2	7
501-1,000	1 of every 8 accessible spaces	7 of every 8 accessible spaces
1,000 or more		

- These numbers may be superseded by current regulations pursuant to the federal *American With Disabilities Act*.

1. **SURFACING AND MAINTENANCE**. All permanent off-road parking areas shall be constructed with a dust-free, all-weather surface and shall be compacted and graded with a minimum grade of one-half percent to permit drainage of surface water without damage to adjacent land or improvements and will not adversely alter natural drainage patterns.

a. SPECIAL EVENTS PARKING SURFACES. Parking areas for special events and similar temporary uses may be treated with water for dust control during the time the special event is to occur.

2. MARKING FOR PAVED LOTS.

a. IDENTIFICATION. Each required off-road parking space and off-road parking facility that is paved shall be identified by surface markings and shall be maintained to be easily visible and accessible, unless infeasible due to snowfall. Markings shall provide for orderly and safe loading, unloading, parking, and movement of vehicles, and maintained in a highly visible condition include striping, directional arrows, lettering on signs, and in handicapped-designated areas.

b. ACCESS. One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a road shall be marked with a traffic separation stripe the length of the access. This requirement does not apply to drive aisles.

3. DIMENSIONS OF PARKING SPACES.

a. GENERAL. Each off-road parking space shall measure at least nine feet by 20 feet.

b. COMPACT SPACES. The applicable review body shall be authorized to approve the use of compact parking spaces for up to 30 percent of employee parking, if a parking study, prepared by the applicant, indicates that demand and use by smaller vehicles. Compact parking spaces shall have minimum dimensions of eight and one-half feet by 18 feet. Compact parking spaces shall be designated by signs or other pavement markings.

c. VERTICAL CLEARANCE. Vertical clearance for off-road parking spaces shall be a minimum of eight feet.

d. REDUCTION FOR PLANTER OVERHANGS. When a parking space abuts a landscape island or planter, the front two feet of the required parking space length may overhang the planter.

e. SPACES NEAR OBSTRUCTIONS. The width of each parking space that abuts a wall, column, or other obstruction higher than six inches shall be increased by two feet on the obstructed side.

TABLE 10: MINIMUM AISLE WIDTHS FOR PARKING SPACES

INCREASE IN PARKING SPACE WIDTH IN FEET	MINIMUM AISLE WIDTH FOR SPECIFIED PARKING ANGLE IN FEET			
	90 DEGREES	75 DEGREES	60 DEGREES	45 DEGREES OR LESS
0.00	24	22.5	18	13
0.50	23	20.5	-	-
1.00+	22	-	-	-
• Required fire lanes shall have a minimum width of 24 feet with a vertical clearance of 13.5 feet.				

4. AISLE WIDTHS. Aisle widths adjoining off-road parking spaces shall comply with the following dimensional standards (Table 10: *Minimum Aisle Widths for Parking Spaces*).

5. PARKING SPACES BACKING ONTO PUBLIC RIGHTS-OF-WAY PROHIBITED. Parking spaces shall be designed so that vehicles will not back directly into a public right-of-way.

6. ACCESS DRIVEWAYS. Access driveways into required off-road parking areas shall be designed and constructed to facilitate flow of traffic and provide the maximum safety of access and egress for vehicles and pedestrians. Driveways shall not be used to meet off-road parking requirements.

a. MINIMUM SURFACE WIDTH. The minimum width of the access driveway shall be 12 feet for a one-way drive and 24 feet for a two-way drive.

J. SCREENING, LIGHTING AND LANDSCAPING OF PARKING AREAS.

1. COMPLIANCE WITH LANDSCAPING REQUIREMENTS. The design of all parking areas shall comply with the requirements of Section 13-111: *Landscaping and Buffering.*

2. COMMERCIAL OR INDUSTRIAL USES. All off-road parking areas serving commercial or industrial uses and containing five or more spaces shall be screened from view of all adjacent residential uses by sufficient vegetation, or by a solid, decorative concrete, wood, or masonry wall, which shall comply with the requirements of Section 13-113: *Fencing.*

3. PARKING LOT LIGHTING. Lighting provided for a parking area shall be designed pursuant to Section 13-114: *Exterior Lighting.*

SECTION 13-111: LANDSCAPING AND BUFFERING

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

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

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

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

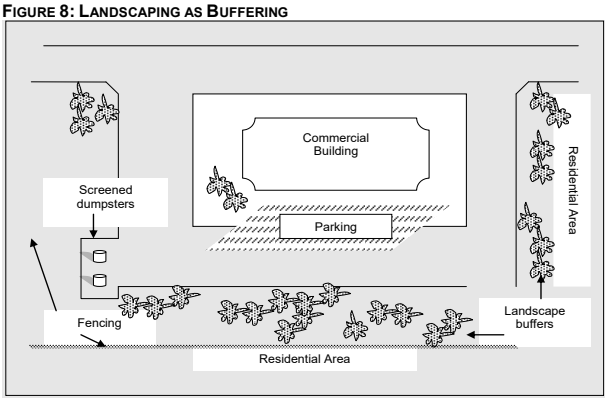
E. LANDSCAPING PLAN. Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial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

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

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

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

FIGURE 8: LANDSCAPING AS BUFFERING



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

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

F. SITE PROTECTION.

1. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the land use change. Such surfaces shall be stabilized by seeding or planting.
2. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to any applicable regulation.
    a. **RETAINING DEADWOOD FOR WILDLIFE HABITAT.** All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.
3. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to Section 13-115: *Reclamation and Noxious Weed Control.*

G. PLANTING SPECIFICATIONS.

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

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

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

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

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

I. LANDSCAPE ADJACENT TO BUILDINGS. Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space as recommended by the Colorado Forest Service.

M. BUFFERING.

1. **APPLICABILITY.** Every land use change that is classified as Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact* shall provide landscaped buffering between adjacent uses when topographical or other natural barriers do not provide reasonable screening and when the County finds that:
    a. **NEIGHBORING PROPERTIES**. There is a need to shield neighboring properties from any adverse external effects of a proposed land use change; or
    b. **ADVERSE IMPACTS.** There is a need to shield the land use change from negative impacts or adjacent land uses in high-density land use changes, and/or when building design and siting do not provide privacy.

2. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials pursuant to this Section, but may also include berms, rocks, boulders, mounds, or combinations of those materials, to achieve the same objective.

3. **BUFFER DIMENSIONS.**

   a. **DIFFERENT ABUTTING USES.** When more intensive land uses abut less intensive uses, a buffer strip of at least 15 feet in width shall be required, except that when industrial, or light industrial, or commercial or business uses are to be located adjacent to residential uses, then a 50 foot buffer strip is required.

   b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multiple-family or non-residential uses shall be completely screened from view off-site.

4. **ARTERIAL OR COLLECTOR ROADS.** Where residential subdivisions abut arterial or collector roads, a landscaped buffer area shall be provided along the property line abutting the road that shall be a minimum of 25 feet wide.

5. **DRIVEWAYS.** Required landscaped buffer areas shall not include driveways.

6. **MINIMUM PLANTING REQUIREMENTS IN LANDSCAPE BUFFERS**.

   a. **15-FOOT LANDSCAPE BUFFER.** A landscape buffer that is required to be a minimum of 15 feet wide shall be planted with a minimum of one shade tree, two understory trees, and two shrubs per 100 linear feet.

   b. **A 25-FOOT LANDSCAPE BUFFER**. A landscape buffer that is required to be a minimum of 25 feet wide shall be planted with a minimum of one shade tree, one understory tree, and one shrub per 100 linear feet.

   c. **A 50-FOOT LANDSCAPE BUFFER**. A landscape buffer that is required to be a minimum of 50 feet wide shall be planted with a minimum of two shade trees, two understory trees, and two shrubs per 100 linear feet.

7. **DESIGN OF LANDSCAPE BUFFER**. Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties without obstructing views and access to solar exposure. If berms are used, the minimum top width shall be four feet, and the maximum side slope shall be two feet vertical to one foot horizontal (2':1').

8. **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 noxious weeds.

9. **MATERIALS USED IN BUFFERS.** Existing and supplementary native vegetation 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.

10. **SCREENING WITH VEGETATION AND EARTH BERMS.** 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.

11. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Project, the plan may be submitted for review to the Gunnison County Public Works Department, for their compliance with snow removal and traffic-related sight-distance requirements.

N. PARKING AREAS.

1. **APPLICABILITY.** The interior parking lot landscaping standards of this Section shall apply to all off-road parking lots for land use changes classified as Major Impact Projects pursuant to Section 3-111: *Classification of Impact*. They shall not apply to vehicle or equipment storage or sales lots.

2. **PLANTING AREA.** At least ten percent of the interior area of off-road parking lots shall be devoted to landscape planting areas.

3. **DIVIDER MEDIANS.** Divider medians that form a continuous landscaped strip may be installed between abutting rows of parking spaces. The minimum width of divider medians shall be five feet if wheel stops or raised curbs prevent vehicle overhang of the median. If vehicle overhang is allowed, the minimum width shall be eight feet. All tree planting areas shall have a minimum width of seven feet.

4. **PERIMETER LANDSCAPE BUFFER.** Parking lots, loading, and unloading areas that are not part of a parking lot shall have perimeter screening with a buffer strip at least five feet wide. No landscaping shall be required on the side of the parking lot that is adjacent to the entry of the primary building served by the lot.

SECTION 13-112: SNOW STORAGE

A. PURPOSE. The purpose of this Section is to minimize the potential impacts of snow storage, particularly on water quality.

B. SNOW DISPOSAL INTO WATER BODIES PROHIBITED. Plowing, dumping, or storage of snow into any water body is prohibited.

C. PREFERRED SNOW STORAGE AREAS. Areas that are preferred for snow storage include gently sloping ground, existing meadows and gentle, south-facing slopes, concave surfaces, and unpaved surfaces free of trees.

D. STORAGE EASEMENTS. Designated snow storage easements shall be provided in perpetuity by dedication on a Final Plat or non-revocable license.

E. SITE DESIGN. In development that will require snow removal from roadways and/ or parking areas, site design shall incorporate the following elements:

1. **MINIMUM AREA.** In addition to the standard right-of-way width required by the *Gunnison County Standards and Specifications for Road and Bridge Construction* and as appropriate to a specific area when historic snowfalls require increased snow storage area, the Gunnison County Public Works Department may require a greater right-of-way on either side of a roadway to ensure adequate area for snow storage.
2. **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 site from which snow is to be removed. The storage area shall not be included in any parking area pursuant to Section 13-110: *Off-Road Parking and Loading*, and the minimum distances listed in Appendix Table 2*: Off-Road Parking Requirements.*
3. **SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.
4. **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.
5. **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.
6. **DRAINAGE AND STORM WATER FACILITIES.** Snow storage areas shall be designed, constructed and maintained to comply with the requirements of Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff.*
7. **SNOW ON PAVED SURFACES**. If snow must be piled on a paved surface, the surface shall be designed so that the snowmelt shall drain away from the pile and the plowed surface. Snowmelt from storage areas shall not cross pedestrian and recreational pathways.

SECTION 13-113: FENCING

Unless otherwise expressly provided in this *Resolution*, fences and walls used for screening shall comply with the following general standards:

A. GENERAL.

1. **WALLS AND FENCES.** Walls and fences may be erected as part of a buffer in a land use change when required by the applicable review body for privacy, screening, separation, security, erosion control, or to serve other necessary and reasonable functions specific to a particular land use.
2. **TRAFFIC HAZARDS OR PUBLIC SAFETY**. No fence or screening wall shall be a hazard to traffic or public safety.

B. STANDARDS FOR FENCING.

1. **FENCING MAY BE REQUIRED BETWEEN DIFFERENT TYPES OF LAND USES.** Fencing and landscaping may be required between residential and other land uses, to buffer between the two. When a residential use is proposed adjacent to an existing commercial or industrial use, and fencing is required, it shall be the responsibility of the developer, and subsequently the homeowners or property owners' association or individual lot owners, to construct, maintain and repair the fence.

   a. **FENCING REQUIRED BETWEEN A LAND USE CHANGE AND AGRICULTURAL USES.** Fences may be required between a land use change and private grazing or other agricultural uses and shall be designed on a site-specific basis to minimize impacts to agricultural operations. All fence wire on barbed wire and combination fences shall be placed on the side of the fence that faces the livestock.

      1. **EXISTING AGRICULTURAL ACCESS PROTECTED.** Fencing shall not be allowed that in any way constricts the operation or maintenance of any existing or historic agricultural access, including to historic ditches.

   b. **FENCING REQUIRED BETWEEN A LAND USE CHANGE AND PUBLIC LANDS**. Fencing may be required between a land use change and public lands on which livestock are grazed. Fences may further be required to prevent use by unauthorized motorized vehicles, according to applicable standards of the controlling public agency.

   c. **FENCING BETWEEN RESIDENTIAL AND NON-RESIDENTIAL AREAS**. The fence or screening wall in a non-residential development shall be determined on a site specific basis, depending up on the type of use proposed, and the established adjacent development, and the Projected visual impact of the proposed use.

   d. **FENCES FOR WILDLIFE HABITAT AREAS**. The design, materials, and height of fences in wildlife habitat areas shall be subject to the requirements of Section 11-106: *Protection of Wildlife Habitat Areas.*

2. **MAXIMUM HEIGHT AND MEASUREMENT**. The maximum height of a fence or screening wall in a residential development shall be six feet. Fence or screening wall height shall be measured from finished grade.

3. **AGREEMENTS TO DEFINE MAINTENANCE RESPONSIBILITY.** Maintenance agreements, protective covenants and similar documents defining maintenance responsibilities shall describe a process for notifying owners adjacent to agricultural operations that the State of Colorado has adopted statutory requirements for "fencing out" livestock. Those agreements shall place responsibility for fence maintenance on the developer, or the appropriate association or individual, so long as the agricultural operation continues.

SECTION 13-114: EXTERIOR LIGHTING

A. PURPOSE. The purpose of this Section is to provide standards for exterior lighting that assure the safety, utility and security appropriate to development and that prevent night lighting that adversely impacts adjacent properties and neighborhoods or unduly illuminates the night sky enjoyed by residents and visitors of Gunnison County. A secondary purpose is to avoid exterior night lighting that distracts and interferes with safe, quick and accurate vision of drivers and pedestrians. (Illustrations in this Section are courtesy of Dark Sky, International, and the New England Light Pollution Advisory Group (NELPAG.)

B. APPLICABILITY.

1. **GENERAL.** Except as otherwise exempted by this Section, the requirements of this Section shall apply to all land uses in Gunnison County, subject to Section 1-106: *Partially Exempted Land Use Changes*, and Section 1-108: *Nonconforming Uses*.

2. **EXEMPTIONS.** The following uses are exempted from the requirements and review standards of this Section:

   a. **AGRICULTURAL OPERATIONS.** Exterior lighting whose primary purpose is essential to the efficient functioning or security of an agricultural operation shall be exempted from the standards of this Section, though agricultural operations are encouraged to comply.

   b. **FEDERAL, STATE AND COUNTY CONSTRUCTION PROJECTS.** Federal, state and County construction Projects, during the course of construction.

   c. **SPECIAL EVENTS.** Lighting that is temporarily installed or operated as part of a special event, pursuant to Section 9-501: *Special Events*.

   d. **EMERGENCY LIGHTING.** Lighting fixtures used temporarily for emergency purposes.

   e. **SPECIALIZED LIGHTING.** Lighting necessary for public safety, such as runway lighting of airports, and traffic control signals.

C. NONCONFORMING FIXTURES. Fixtures that were nonconforming as of July 1, 2004, shall be replaced when:

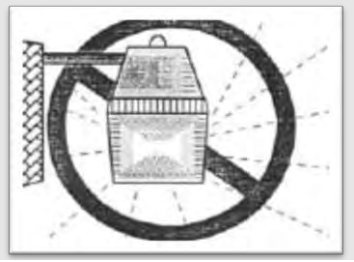
1. **LIGHT IS DAMAGED BEYOND REPAIR.** When the light fixture is damaged beyond repair and must be replaced, it shall comply with the standards of this Section.
2. **STRUCTURE IS EXPANDED OR REPLACED.** When a structure is replaced, or expanded by 50 percent or more of square footage as calculated by the applicable building code adopted by Gunnison County, all light fixtures shall be replaced and shall comply with the standards of this Section.

D. STANDARDS. Exterior lighting shall meet the following standards:

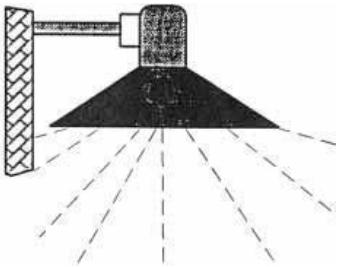
1. **EXTERIOR LIGHTING FIXTURES SHALL BE FULL CUTOFF/FULLY-SHIELDED, SHIELDED BY ROOF ELEMENT OR EFFECTIVELY RECESSED.** Except as otherwise restricted in this Section, all exterior lighting fixtures, including those used to illuminate roadways, parking lots, walkways and buildings, used for residential, commercial, or industrial purposes shall be of the full cutoff/fully-shielded type or be shielded by a roof element so that there is the effect of a full cutoff/ fully-shielded light fixture. All fixtures that are installed in recessed locations shall maintain this full-cutoff/fully-shielded characteristic.

SHIELDED FIXTURES

Exterior lighting fixtures that are not fully cut-off, or fully-shielded by a roof element are prohibited.



Only those exterior lighting fixtures that are fully cut-off, fully shielded, or are shielded by a roof element are allowed.



2. **EXTERIOR LIGHTING LIMITED TO FUNCTIONAL USES.** Exterior lighting shall be limited to functional applications such as illumination of doorways, garage doors, decks, terraced levels, walkways or hot tubs and recreational areas when in use.
3. **MOTION SENSOR LIGHTS ALLOWED FOR COMMERCIAL, INDUSTRIAL OR RESIDENTIAL ACCESS FOR SECURITY PURPOSES.** A maximum of two motion sensor fixtures is allowed as reasonably required to provide lighting for access security. These are permitted where the sensor will be triggered by activity only within the owner's property lines.
4. **FLOOD LIGHTING LIMITED.** Floodlighting is only permitted when it is down-directed (45 degrees or less from vertical as illustrated in Figure 10: *Examples of Floodlighting*) so that the light source is not visible from adjacent

and/or neighboring properties, and shall be full cutoff/fully shielded. Ground-mounted floodlighting of a structure is prohibited.

5. **HEIGHT LIMITATION FOR POLE-MOUNTED FIXTURES**. Pole-mounted fixtures (as measured from grade to the bottom face of a fixture) shall be no higher than 35 feet and the fixture shall be a full cutoff/fully shielded, non-adjustable and directed down.

6. **ILLUMINATION OF BUILDING FAÇADE AND LANDSCAPING PROHIBITED**. Lights that are used for the primary purpose of illuminating a building façade or landscaping are prohibited except for illuminating a building entrance, or for other purposes required by the *National Electrical Code*.

7. **BLINKING, FLASHING AND LIGHTS OF CHANGING INTENSITY PROHIBITED.** Blinking, flashing or exterior lights that change in intensity are prohibited, except for temporary holiday displays, traffic control devices authorized by a federal, state or local government, or lights required by regulations of the Federal Aviation Administration for air traffic control and warning purposes.

8. **INTERFERENCE WITH SAFE MOVEMENT OF MOTOR VEHICLES PROHIBITED.** No exterior lighting shall be installed or used in any way that interferes with the safe movement of motor vehicles. The following are prohibited:

   a. **LIGHTING NOT DESIGNED FOR ROADWAY OR PEDESTRIAN WAY.** Any exterior lighting not designed for roadway or pedestrian way illumination that produces incident or reflected light that could be disturbing to the operator of a motor vehicle; and

   b. **LIGHTING THAT MAY BE CONFUSED WITH TRAFFIC CONTROL DEVICES.** Any exterior lighting that may be confused with, or may be construed to be a traffic control device, except as authorized by a state, federal or local government.

9. **MERCURY VAPOR LIGHT FIXTURES.** Installation of new mercury vapor light fixtures is prohibited, and replacement of mercury vapor light fixtures existing as of July 1, 2004 with fixtures that comply with the standards of this Section is encouraged.

10. **TEMPORARY HOLIDAY DISPLAYS.** Winter holiday lighting shall be allowed between November 15 and March 30. All other lighting associated with any national, local or religious holiday or celebration shall be allowed two weeks before the holiday, and extinguished within two weeks after the holiday. A waiver from these time restrictions may be requested from the Board, which may elect to conduct a public hearing on the request before making its decision. The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: Notice of Public Hearing.

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E. SUBMITTAL REQUIREMENTS. Applications for Building Permits and other Land Use Change Permits shall submit information about exterior lighting as follows:

1. **APPLICATIONS FOR BUILDING PERMITS AND OTHER ADMINISTRATIVE REVIEW PROJECTS.** Activities and uses that are classified as Administrative Review Projects pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits,* including Projects that require only a Building Permit, and Article 5: *Administrative Review Projects That Require Land Use Change Permits*, when such Projects involve uses that reasonably would include lighting shall include:

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   a. **LOCATIONS OF LIGHTING FIXTURES.** The locations of exterior lights on the building(s) and/or other activity or use on the property for which the application is submitted.

   b. **DESCRIPTION OF TYPES OF LIGHTING FIXTURES**. Description(s) of the lighting fixtures, demonstrating how lighting fixtures will comply with this Section.

2. **MINOR AND MAJOR IMPACT PROJECTS**. Each application for a Land Use Change Permit classified as a Minor or Major Impact Project pursuant to Article 6: *Minor Impact Projects* and Article 7: *Major Impact Projects* shall submit a plan for exterior lighting as follows:

   a. **MINOR IMPACT PROJECTS**. When a proposed land use change is classified as a Minor Impact Project, its application shall include a proposed plan for exterior lighting when any of the following is proposed as part of the development:

      1. **RESIDENTIAL USES**. Residential development.

      2. **NON-RESIDENTIAL USES.** Non-residential uses intended to serve people or otherwise operate during non-daylight hours. Flat glass lens, eliminates or minimizes direct glare, has no upward throw of light.

3. **MIXED USES.** A development that mixes residential and non-residential uses.

b. **MAJOR IMPACT PROJECTS.** Any proposed Land Use Change Permit application that is classified as a Major Impact Project shall include an exterior lighting plan.

c. **ELEMENTS OF EXTERIOR LIGHTING PLAN.** The following elements shall be included within an exterior lighting plan:

1. **COMPLIANCE WITH REQUIREMENTS OF APPLICABLE ELECTRICAL PROVIDER.** The exterior lighting plan shall be designed pursuant to the requirements of the electric association or municipality that will serve the development. The standards in the IES Lighting Handbook may also be used as guidelines. The plan shall address the following:

2. **LOCATION AND TYPE.** The locations of exterior lights within the development, and the type of lighting devices, fixtures, lamps, supports, reflectors and other devices;

3. **DESCRIPTION.** A description of the lighting devices, fixtures, lamps, supports, reflectors and other devices; the description may include photographs or illustrations by manufacturers; and

4. **METHOD OF SHIELDING.** Photographs or other illustrations by manufacturers of the fixtures demonstrating how lighting fixtures will be shielded to comply with this Section.

SECTION 13-115: RECLAMATION AND NOXIOUS WEED CONTROL

A. PURPOSE. The purpose of this Section is to establish standards to control the growth and proliferation of noxious weeds in Gunnison County, in conformance with Colorado Revised Statutes 35-5.5, *et seq*: the *Colorado Noxious Weed Act*, by requiring site reclamation after earth moving and/or construction has occurred.

B. APPLICABILITY. This Section shall apply to all earth moving sites including road and driveway cutting and construction, clearing of land, and berm construction. This Section shall not conflict with the requirements of Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials* or with reclamation within the jurisdiction of the Colorado Division of Reclamation Mining and Safety and applied to mining operations. Nothing in this Section is or shall be construed to be a limit on the County's authority regarding noxious weeds.

1. **EXEMPTIONS.** The following uses are exempt from having to obtain a Reclamation Permit:

a. **AGRICULTURAL OPERATIONS.** Agricultural operations, as defined within this *Resolution*.

b. **AREAS OF DISTURBANCE SMALLER THAN 10,000 SQ. FT.** Areas of disturbance that are smaller than 10,000 sq. ft. that are located outside of mapped occupied Gunnison Sage-grouse habitat.

c. **RECORDED SUBDIVISIONS WITH APPLICABLE PROTECTIVE COVENANTS.** In platted, recorded subdivisions, that are located outside of mapped occupied Gunnison Sage-grouse habitat, approved by the County for which there are recorded protective covenants that require reclamation that meets or exceeds the standards of this Section. Determination of that compliance shall be made by the Gunnison County Public Works Department.

d. **AREAS RECOMMENDED BY WEED COORDINATOR**. Areas that are defined and recommended by the Gunnison County Weed Coordinator, as may be designated from time to time by the ~~Board~~BOCC.

C. GUNNISON SAGE-GROUSE REVIEW.

1. **GUNNISON SAGE-GROUSE PREAPPLICATION CONFERENCE.** A Gunnison Sage-grouse preapplication conference shall be required for any proposed site disturbance if the site is located within mapped occupied Gunnison Sage-grouse habitat.

2. **RECLAMATION PERMIT.** A reclamation permit shall be required for all projects involved in any level of site disturbance within Tier 1 Habitat. A reclamation permit may be required for site disturbance in Tier 2 Habitat, based upon a site-specific analysis.

D. RECLAMATION PERMIT REQUIRED FOR DEVELOPMENT THAT DISTURBS10,000 OR MORE SQ. FT. Except as otherwise exempted, a development which results in any site disturbance that involves 10,000 or more sq. ft. of disturbance, shall be required to obtain a Reclamation Permit from the Gunnison County Public Works Department.

E. SITE RECLAMATION AND NOXIOUS WEED CONTROL PLAN. Prior to obtaining a Certificate of Occupancy the applicant shall have implemented reclamation of the affected site pursuant to the requirements of Section 13-116:

Grading and Erosion and with Section 11-105: *Development in Areas Subject to Wildfire Hazards* and be required, if applicable, to address the following:

1. **NATIVE PLANTS REQUIRED IN EAST RIVER CORRIDOR**. Native plant materials are required to be used in the portion of the East River Corridor to the Gothic Townsite as delineated a map that can be obtained from the Public Works Department.
2. **SLASH AROUND HOMES**. To avoid insects, diseases, and wildfire hazards, all vegetative residue, slushiness, branches, limbs, stumps, roots, or other such flammable lot-clearing debris shall be disposed of from around homesite areas by either chipping or removal prior to final building inspection approval. Homesite areas shall include all areas of the lot in which such materials are generated or deposited; and
3. **REMOVAL OF DEBRIS.** Within six months of substantial completion of soil disturbance, all stumps, and other tree parts, and brush should be removed from the site and disposed of in compliance with requirements of any applicable municipal tree disposal site or the Gunnison County Landfill, or by other means pursuant to applicable regulation. Excess or scrap building material, weeds, or other debris should be removed from the site and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means pursuant to applicable regulation.
    a. **RETAINING DEADWOOD FOR WILDLIFE HABITAT.** All dead or dying trees should be removed from the site, unless those trees are to be used for fire wood or retained for wildlife habitat, upon recommendation of the Colorado Division of Parks and Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

F. SURETY.

1. **DISTURBANCE OF 10,000 OR MORE SQ. FT.** When activities of development or a land use change results in any site disturbance that disturbs 10,000 sq. ft. or more, surety in the form of a bond, letter of credit, interest-bearing account, or as may be addressed within a Development Improvement Agreement, shall be required by the County to assure satisfactory implementation of the plan. Such surety shall be subject to the approval of the Gunnison County Attorney.
2. **DISTURBANCE OF LESS THAN 10,000 SQ. FT.** When development or land use change causes disturbance of fewer than 10,000 sq. ft., no surety shall be required, but shall be subject to civil procedure if the Project is found by the County not to have complied with the requirements of this *Resolution*.

SECTION 13-116: GRADING AND EROSION CONTROL

A. PURPOSE. The purpose of this Section is to minimize the potential erosion and sedimentation impacts of development.

B. APPLICABILITY.

1. **AGRICULTURAL OPERATIONS EXEMPT.** Agricultural operations shall be exempt from the requirements of this Section.
2. **GRADING ACTIVITIES REQUIRED TO OBTAIN RECLAMATION PERMIT**. Activity which disrupts the earth, including grading conducted independent of, or before obtaining a Building Permit or an On-Site Wastewater Treatment System Permit, Access Permit, or any Land Use Change Permit shall be required to obtain a Reclamation Permit from the Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control*.

C. NO EARTHWORK UNTIL ALL REQUIRED PERMITS ARE OBTAINED. No activity that disrupts the earth shall be allowed until all required permits are obtained.

D. GENERAL STANDARDS. All land use changes shall comply with the following standards:

1. **MINIMIZE ON-SITE EROSION.** Development shall minimize erosion on-site by:
    a. **PHASING CONSTRUCTION**. Stage and schedule timing of earth disturbing construction activities, including clearing, grading, and utilities installation to minimize soil disruption and exposure.
    b. **INSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.** Erosion and sedimentation control measures shall be installed, to the maximum extent feasible.
        1. **STABILIZING SOIL.** Disturbed areas and soil stockpiles shall be stabilized or protected to control erosion effectively. Those areas shall be surface-roughened, mulched or seeded and mulched, or

otherwise protected from erosive forces if they will remain exposed and inactive for longer than 14 days, or are otherwise expected to be exposed during winter to minimize erosion from occurring during spring snowmelt. The soil surface of cut and fill slope shall not remain exposed without an approved method of soil stabilization.

2. **STABILIZATION ON STEEPER SLOPES.** On slopes steeper than 3:1, or within 100 feet of any water body, exposed soils shall be stabilized within 14 days of final disturbance, weather permitting, using appropriate techniques such as hydro mulching, erosion control blankets, bonded fiber matrices or other equally protective measures. Grass or straw mulch should be crimped, traced or tacked in place to promote surface anchoring.

c. TEMPORARY AND PERMANENT REVEGETATION. Disturbed areas that will not be built upon for one year shall incorporate a temporary cover crop to promote soil stability. Areas that will likely remain exposed for two or more years must be revegetated with a perennial, native grass mix (or other grass mixtures as recommended by the local Natural Resources Conservation Service Office).

d. AVOIDANCE OF CUT AND FILL SLOPES. Cut and fill slopes shall be avoided to the greatest extent feasible.

1. **AVOIDANCE ON STEEPER SLOPES**. Except for mining extraction activities cut and fill shall be avoided on slopes greater than 3:1, unless avoidance would result in loss of all economic benefit of the parcel; then stabilization shall be attained by using a combination of retaining walls, rock walls, up-slope runoff diversions, terracing, slope drains, soil nailing, mulch binders, erosion control blankets, vegetation or other measures appropriate for the specific situation. Revegetation, or other methods of soil stabilization, is required.

2. **PERMANENT VEGETATION ON SLOPES 3:1 OR LESS**. Where cut and fill cannot be avoided, slopes shall be designed, constructed and maintained for long-term stability. Permanent vegetation shall be used to stabilize cut and fill where slopes are less than or equal to 3:1.

e. CONSTRUCTION IN OR DIRECTLY ADJACENT TO ANY WATER BODY, OR MUDFLOW. Construction, including culvert or bridge installation, shall require measures to protect water quality in or directly adjacent to any water body or mudflow to protect water quality and channel stability, and shall address the following:

1. **COMPLIANCE WITH 404 PERMITTING REQUIREMENTS.** All construction shall conform to applicable U.S. Army Corps of Engineers 404 permitting requirements.

2. **CONTAINMENT AND LIMITED TIMES OF IN-STREAM WORK.** Construction shall protect water quality by measures including, but not limited to stream isolation using coffer dams, complete containment of the stream in the area of the disturbance, stream-crossing structures, and limitations on the dates when in-stream work can be performed.

f. DRAINAGE STRUCTURES AND OTHER ELEMENTS. All drainage structures and other elements designed to avoid or mitigate erosion or sedimentation shall comply with the requirements of Section 13-117: *Drainage, Construction and Post-construction Storm Water Runoff.*

g. PROTECTION FROM ACCELERATED EROSION. New or rerouted swales, receiving channels and streams shall be protected from erosion until vegetation is established and is stable during flows for which the feature was designed.

h. PROTECTION OF CULVERT OUTLETS. Culvert outlets shall be protected from erosive flows by installing velocity reducers.

i. DIVERSION OF RUNOFF. Runoff from offsite shall be diverted around the construction site to the maximum extent feasible.

2. MINIMIZE SEDIMENT LEAVING A SITE. Development shall minimize sediment leaving a site by:

a. DIVERSION OF CONCENTRATED STORM WATER FLOWS. Concentrated Storm Water runoff flows shall be diverted away from disturbed slopes. The length and steepness of the areas of disturbed slopes shall be minimal; slope drains may be used to provide control.

b. PROTECTION OF ACCESS WITH ROAD BASE OR BY WASHING. Disbursement of sediment and mud from a construction site shall be minimized by protecting access routes by either immediate placement of road base materials, or construction of mud pads, which shall be at least 50 feet long and comprised of angular rock and/or a wheel-washing facility.

c. **PROTECTION OF ADJACENT PROPERTIES BY FENCING OR TRAPPING.** Adjacent properties shall be protected from sediment-laden runoff by use of sediment fences, sediment or silt traps, or other appropriate controls.

d. **PROTECTION OF STORM SEWER INLETS.** Storm sewer inlets shall be protected from entry of sediment-laden water, by placement of straw bales, supported silt fence structure, dumped rock or other barriers.

3. **REQUIREMENTS FOR CONSTRUCTION DEWATERING**. All land use changes shall meet the following construction dewatering requirements:

a. **COMPLIANCE WITH STATE PERMITTING REQUIREMENTS**. Construction dewatering activities shall comply with the Colorado Water Quality Control Division Discharge Permit System for Construction Dewatering Wastewater Discharge.

b. **USE OF BEST MANAGEMENT PRACTICES**. Discharges from construction dewatering operations shall be done to minimize erosion and use best management practices, including velocity reducers, sediment basins, and straw bales.

SECTION 13-117: DRAINAGE, CONSTRUCTION AND POST-CONSTRUCTION STORM WATER RUNOFF

A. PURPOSE. The purpose of this Section is to minimize the potential adverse impacts to water quality and on- and off-site drainage, construction and post-construction storm water runoff.

B. LIMITED APPLICABILITY. The requirements of this Section shall apply only to those Projects that are either commercial or industrial uses, any subdivision classified as a Major Impact Project or any other development proposed after the effective date of this *Resolution* that is within 100 feet of a water body or a mudflow, or development that creates 10,000 sq. ft. or more of impervious surface area.

C. STORM WATER DISCHARGE. Projects that are required to do so shall obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment.

D. GENERAL STANDARDS. Certification that a proposed land use change Project meets the standards of this Section shall be required from a qualified professional engineer licensed in the State of Colorado. Each applicable land use change Project shall meet the following requirements for drainage, construction or post-construction storm water runoff:

1. **METHOD TO DETERMINE RATE OF RUNOFF.** Runoff from a Project site after construction shall not exceed the level of runoff that occurred before construction. The entire drainage area upstream from a Project site shall be defined. Runoff identified from stream flow records may be used in identifying historical runoff patterns. The following methods may be used for estimating peak runoff flows:

a. **TABULAR METHODS.** Tabular methods as defined by the Engineering Division of the U.S. Department of Agriculture.

b. **HEC PROGRAM.** The most current HEC-HMS computer program used by the U.S. Army Corps of Engineers.

c. **COLORADO WATER CONSERVATION BOARD MANUAL**. Technical manual for estimating flood characteristics from the Colorado Water Conservation Board.

d. **NATURAL RESOURCES CONSERVATION SERVICE**. The method used by the Natural Resources Conservation Service (Soil Conservation Service).

e. **RATIONAL METHOD**. The Rational Method, relating runoff to rainfall intensity, surface area and surface characteristics should be used only for estimating runoff from small simple watershed areas. Where the watershed area is relatively small but complicated by a mainstream fed by one or more significant tributaries, the Rational Method should be applied separately to each tributary stream and the tributary flows then routed down the main channel.

2. **DETAINING AND TREATING RUNOFF.** Permanent post-construction storm water detention facilities are required to be multipurpose to not only detain flows to historic peak discharge rates, and to avoid impact to adjacent properties, but also to protect water quality. Detention elements may be either on-site or "regional," and shall be installed concurrent with construction of development. Detention facilities shall be designed to:

a. **STORE INCREASED VOLUME AFTER DEVELOPMENT.** Storm drainage facilities shall prevent storm waters in excess of historic runoff caused by the proposed development from entering, damaging or being

carried by existing conduits, water supply ditches and appurtenant structures. Detention devices shall be designed, at a minimum, to store the difference between the historic volume and the volume after development, figuring the peak discharge rate for the two-year, and 25-year return frequency, 24-hour duration storm. Discharge from the detention system will be at 25-year historic rates. Retention systems will be designed to store the entire 25-year 24-hour event from the developed site. In areas subject to runoff from snow storage, the determination shall include a melt rate from the snow stock pile of two inches in 24 hours. In determining runoff rates, the entire area contributing runoff shall be addressed, including any contribution from offsite into the detention or retention facility. No system design shall be allowed to contribute to soil instability.

b. **ALLOW PASSAGE OF 100-YEAR STORM EVENT.** Minimize the threat of major property damage or loss of life, all permanent storm water detention facilities shall be designed to allow clear passage of the 100-year storm event without causing property damage on- or off-site.

c. **PROTECT DOWNSTREAM CHANNELS**. Channels downstream from the storm water detention pond discharge shall be protected from increased channel scour, bank instability, erosion, and sedimentation from the 25-year return frequency, 24-hour duration storm.

3. **REMOVAL OF POLLUTANTS**. Removal of pollutants shall be accomplished by sizing dry detention basins to incorporate a 40-hour emptying time for a design precipitation event of 0.5 inches in 24 hours, with no more than 50 percent of the stored water being released during a 12-hour period. If retention ponds ("wet ponds") are used, a 24-hour emptying period is required.

a. **DRAINAGE OF VEHICLE REPAIR AND STORAGE SITES**. Sand and oil grease traps, extended wetlands with no initial release, or similar devices, shall be required to accommodate drainage from parking lots, vehicle maintenance facilities, or other areas with extensive vehicular use.

b. **MAXIMUM EFFICIENCY OF STRUCTURES**. To promote pollutant removal, detention basins length-to-width shall be not less than two, with a ratio of four recommended where site constraints allow. A sedimentation forebay is recommended to promote long-term functioning of the structure. Access to both the forebay and pond by maintenance equipment is required.

c. **WASTE STORAGE**. Areas used for the collection and temporary storage of solid or liquid waste shall be designed to prevent discharge of these materials in runoff from the site and shall be no closer than 100 horizontal feet from a water body and no closer at least than four feet above natural grade. Collection sites shall be located at least 100 feet from any component of a storm drainage system.

4. **AVOIDANCE OF DIRECT DISCHARGE TO WATER BODIES.** Storm water runoff shall be managed in a manner that provides for at least one of the following:

a. **DIRECT RUNOFF TO VEGETATED AREAS**. Direct runoff to stable, vegetated areas capable of maintaining sheet flow for infiltration. Vegetated receiving areas should be resistant to erosion from a design storm of 0.5 inches in 24 hours.

b. **ON-SITE MANAGEMENT**. On-site management of storm water by use of best management practices designed to detain or infiltrate the runoff before discharge to any natural water body.

c. **DISCHARGE TO CONVEYANCE STRUCTURE**. Discharge to a storm water conveyance structure, designed to accommodate the Projected additional flows from the proposed Project, with treatment by a regional or other storm water facility before discharge into any natural water body.

5. **MINIMIZE DIRECTLY-CONNECTED IMPERVIOUS AREAS**. Landscape features including grass buffer strips can be used to minimize directly-connected impervious areas; site design shall include such elements as necessary to minimize the extent of directly-connected impervious areas.

a. **INITIAL IMPERVIOUS RUNOFF AREAS**. Runoff from 50 percent of all developed impervious surfaces (including rooftops, parking lots, and sidewalks) shall drain over stable, vegetated pervious areas before reaching impervious storm water conveyance systems.

1. **REDUCTION OF SURFACE COVERAGE ALLOWED**. The 50 percent requirement may be reduced if the outflow from the vegetated pervious buffer strip is directed to other storm water treatment structures or elements, including infiltration devices, grass swales, constructed wetlands, sand filters or dry ponds.

2. **MAXIMUM GRASS BUFFER STRIP SLOPE OF 5 PERCENT.** When impervious surfaces drain onto grass buffer strips (or similar areas with equivalent ground cover), the maximum slope of the

grass buffer strips should be five percent, and the gradient should be uniform to foster evenly-distributed sheet flows. Retaining walls or check dams may be used to maintain the maximum five percent slopes.

3. **DESIGN WIDTH OF PERVIOUS VEGETATED BUFFER STRIPS**. The recommended design width of the distance along the direction of sheet flow for pervious vegetated buffer strips shall be eight feet or 0.2 times the length of the flow path of the sheet flow over upstream impervious surface, whichever is greater.

E. AGREEMENT TO MAINTAIN. Any applicable application for a Land Use Change Permit shall include a description of the method(s) by which the proposed detention and retention facilities shall be regularly inspected and maintained. Assurance of regular inspections and maintenance of those facilities shall be addressed in the Development Improvement Agreement for the land use change.

SECTION 13-118: WATER IMPOUNDMENTS

A. PURPOSES. This Section is implemented in accordance with the ~~Board~~ *Gunnison County Position Statement: Protection and Development of Water Resources in Gunnison County and the Gunnison River Basin*.

1. **SUPPORT PROTECTION AND DEVELOPMENT OF WATER RESOURCES FOR USE IN THE GUNNISON RIVER BASIN**. It is the intent of this Section to support the protection and development of water resources, particularly smaller, off-channel impoundments for multiple purposes, for use in the Gunnison River basin in Gunnison County in a manner that:

   a. **IS ENVIRONMENTALLY SOUND**. Is environmentally sound;

   b. **FOSTERS LOCAL BASIN USES**. Fosters uses in the Gunnison River basin including retaining or enhancing the productivity of agricultural lands, meeting municipal and domestic needs, and providing beneficial instream flows and levels for fisheries and recreation within the basin;

   c. **HAS NO SIGNIFICANT NET ADVERSE EFFECT**. Insures that, after mitigation, the impoundment does not create a significant adverse net effect; and

   d. **ENCOURAGES USES THAT WILL RETAIN AGRICULTURAL USE AND PRODUCTIVITY OF LAND.** Encourages uses that will retain the agricultural use and productivity of the land.

   e. **RECOGNIZES THAT COUNTY LAND USE REGULATION IS APPROPRIATE**. Recognizes that, while the right to store water of a natural stream for later application to beneficial use is a right of appropriation in order of priority under the Colorado Constitution, land use regulation of the impoundment construction, impacts of operation and the offsite impacts related to it may appropriately affect that legitimate property interest.

2. **NO COUNTY REVIEW, DETERMINATION OR REGULATION OF POTENTIAL INJURY TO DECREED WATER RIGHTS.** It is not the purpose of this Section to review, determine or regulate potential injury to decreed water rights by the construction, operation or use of a proposed impoundment.

B. APPLICABILITY. The requirements of this Section shall apply to Projects that involve the construction and operation of new reservoirs or dams, major modifications, additions or expansions to existing reservoirs or dams, and/or their attendant system of pipes, structures and facilities, that are wholly or partially in Gunnison County. Projects shall be classified pursuant to Section 3-111: *Classification of Impact,* unless it also meets the criteria of a "Special Development Project" as defined by the *Gunnison County Regulations for Special Development Projects,* in which case it shall be reviewed within the requirements of those *Regulations*.

C. APPLICATION. The Community Development Department shall provide the appropriate application form for a proposed water impoundment that complies with the criteria for Minor or Major Impact Projects as described in this Section. Proposed water impoundment Projects that are not required to secure a Land Use Change Permit pursuant to this Section shall not be required to submit a Land Use Change Permit application. The owner or developer of any proposed water impoundment shall provide the Community Development Department with a copy of any completed application required by and submitted to the Colorado Division of Water Resources for the impoundment, and documentation of the Division's classification of the proposed dam.

D. CLASSIFICATION OF IMPACT. The ~~Board~~BOCC, rather than the Community Development Department, shall make the initial impact classification for a proposed water impoundment Project.

1. **PROCESS OF DETERMINATION OF IMPACT CLASSIFICATION.** The following process of determining impact classifications for water impoundment Projects shall be accomplished as follows:

a. **RECEIPT OF APPLICATION AND SCHEDULING OF PUBLIC HEARING TO DETERMINE IMPACT CLASSIFICATION**. Upon receipt of a copy of the completed application required by and submitted to the Colorado Division of Water Resources for the impoundment and documentation of the Division's classification of the proposed dam, the Community Development Department shall schedule a public hearing on the ~~Board~~BOCC's next available meeting agenda, for the purposes of determining the Project's impact classification. The hearing shall be noticed and the applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: *Notice of Public Hearing*. , Section 3-112: *Notice of Public Hearing,* and the hearing shall be conducted pursuant to Section 3-113: *Conduct of Public Hearing.*

b. **~~BOARD~~BOCC DECISION.** The ~~Board~~BOCC shall, within 15 days of the public hearing, determine the impact classification, and shall take such action by motion. The ~~Board~~BOCC shall consider the criteria of this Section and Section 3-111: B. 1: *Additional Criteria* and their determination shall be recorded in the ~~Board~~BOCC minutes.

2. **PROJECTS EXEMPT FROM LAND USE CHANGE PERMIT REQUIREMENTS.** No Land Use Change Permit is required for construction of a water impoundment that:

a. **IS 99-ACRE FEET OR SMALLER**. Is 99 acre feet or smaller; or

b. **IS CLASSIFIED AS A CLASS III OR CLASS IV DAM AND MEETS CERTAIN CRITERIA**. Is classified as a Class III or Class IV dam by the Colorado Division of Water Resources and meets all of the following criteria:

1. **USE IS LIMITED TO THE GUNNISON RIVER BASIN.** The water contained in the impoundment will be used only within the Gunnison River Basin in Gunnison County; and

2. **IS LOCATED ON PRIVATE LAND**. The impoundment will be constructed on land that is wholly privately owned; and

3. **CONSTRUCTION IMPACT IS LIMITED**. Construction impact will be wholly contained on the parcel on which the impoundment will be located, and shall not extend to adjacent properties or public roads; and

4. **FOSTERS SPECIFIC LOCAL BASIN USES**. The impoundment will help retain or enhance the productivity of agricultural lands or provide beneficial instream flows and levels for fisheries and recreation.

3. **PROJECTS CLASSIFIED AS CLASS II DAMS ARE MINOR IMPACT PROJECTS**. New Projects or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam shall be classified as Minor Impact Projects and be reviewed pursuant to Article 6: *Minor Impact Projects*, except that the ~~Board~~BOCC, not the Planning Commission, shall be the decision-making body.

4. **PROJECTS CLASSIFIED AS CLASS I DAMS ARE MAJOR IMPACT PROJECTS**. New Projects, or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class I dam shall be classified as a Major Impact Projects, and be reviewed pursuant to Article 7: *Major Impact Projects*.

5. **GUNNISON COUNTY REGULATIONS FOR SPECIAL DEVELOPMENT PROJECTS**. Any proposal that meets the criteria of a Special Development Project as defined by the Gunnison County Regulations for Special Development Projects, as it may be amended, shall be reviewed and regulated pursuant to those *Regulations*.

6. **EXCEPTIONS**. The requirements of this Section expressly shall not apply to water diversion structures or ditches that are unrelated to water storage or water impoundment, or the collection of water(s) for those purposes, or that are unrelated to the construction and operation of a new, or the modification or expansion of an existing, reservoir or dam.

E. **PRIORITY REVIEW FOR GUNNISON RIVER BASIN PROJECTS**. A complete Land Use Change Permit application for water impoundment whose waters would be used exclusively in the Gunnison River basin generally shall be given priority over other applications pursuant to this *Resolution* or the Gunnison County Regulations for Special Development Projects that are being reviewed by staff, the Planning Commission or the ~~Board~~BOCC. At each phase of its review, each application shall be placed on the first scheduled Commission or ~~Board~~BOCC agenda for which it can be properly noticed.

F. **RELATIONSHIP OF THIS SECTION WITH FEDERAL AND STATE REQUIREMENTS.**

1. **DIVISION OF WATER RESOURCES AND OTHER AGENCY APPLICATION CONTENTS ACCEPTED.** To the maximum extent feasible, information supplied by the applicant within a permit application submitted to the Colorado Division of Water Resources and any other state or federal agency, shall be accepted by Gunnison County to meet submittal requirements required by this Section.

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 federal, state and/or local authorizations or certifications.

   a. **IDENTIFICATION OF ISSUES OF CONCERN**. In order to facilitate the processes of each other federal, state or local entity with applicable regulatory authority, when an application for a Land Use Change Permit for an impoundment of water is received by Gunnison County, the Community Development Director shall review the application and inform each other entity with regulatory authority and the applicant of the preliminary and known primary issues of concern to Gunnison County. The applicant has the opportunity to request, or may be required to participate in, a Pre-Application conference for the purpose of discussing various processes, standards and submittal requirements of this *Resolution*, and/or any intergovernmental agreement, and for the Community Development Department to provide and explain to the applicant the required application form, pursuant to Section 3-108: *Pre-Application Conference,* and Appendix Table 2: *Summary of Review Process.*

   b. **COUNTY ACTION INDEPENDENT OF FEDERAL OR STATE AGENCIES. T**he County shall not be bound to wait until permitting and/or other federal or state review processes are complete in order to take action pursuant to this *Resolution*, nor shall the County be required to follow the determinations by applicable state or federal agencies in making decisions pursuant to this *Resolution*.

   c. **SCHEDULING WHEN PROJECT REQUIRES ENVIRONMENTAL ASSESSMENT OR ENVIRONMENTAL IMPACT STATEMENT.** The County's schedule of review for Projects pursuant to this Section for which a state or federally Environmental Assessment or Environmental Impact State is required shall include the following:

      1. **SCHEDULING OF HEARING AFTER ENVIRONMENTAL ASSESSMENT OR ENVIRONMENTAL IMPACT STATEMENT.** Whenever reasonably feasible, the County shall conduct its required hearing(s) within 60 days after the date of issuance of a Draft Environmental Assessment of Environmental Impact Statement.

      2. **FINAL ACTION.** Final action by the County on a Land Use Change Permit application may be delayed until 30 days after the Final Environmental Assessment (EA), Environmental Impact Statement (EIS) permit by a state or federal agency are issued unless otherwise agreed upon by the applicant and the decision-making body, and only if the applicant has applied for the required Land Use Change Permit within 60 days after applying for the required state or federal permit.

   d. **RELATIONSHIP TO REGULATION BY THE U.S. ARMY CORPS OF ENGINEERS**. While the primary responsibility for determining land use matters rests with local government, Gunnison County recognizes that, the U.S. Army Corps of Engineers ("Corps") also regulates the discharge of dredged or fill materials in the waters of the United States. The Corps' regulatory process includes consideration of the "public interest" (including conservation, economics, aesthetics, environmental concerns, wetlands, fish, wildlife, historic, cultural, scenic and recreational values, flood hazards, floodplain values and water quality). Gunnison County shall participate in relevant Corps' processes, and shall seek appropriate resolution of land use issues through those processes, but shall neither be bound to wait until the Corps' process is complete to take action pursuant to this *Resolution* nor to follow determinations by the Corps in making decisions pursuant to this *Resolution*.

   e. **RELATIONSHIP TO RULES AND REGULATIONS OF THE COLORADO STATE ENGINEER, DIVISION OF WATER RESOURCES**. The primary responsibility to promulgate and enforce regulations for dam safety and dam construction rests with the Colorado State Engineer. Gunnison County will normally accept decisions by the State Engineer on dam safety and dam construction unless there are significant issues of overriding County importance. Such issues include the impact of a potential failure of an impoundment on neighboring lands and land uses.

G. STANDARDS. Land Use Change Permit applications for water impoundments subject to this Section shall comply with all applicable federal, state and local requirements and shall be approved unless any of the following standards is not met:

1. **NO SIGNIFICANT NET ADVERSE EFFECT.** The proposed impoundment, its construction and operation shall not, after mitigation, cause a significant net adverse effect to the following; there is not a presumption that inundation alone, except for inundation of critical habitat, is a significant net adverse effect:
    a. **SURFACE OR GROUND WATER QUALITY.** Surface or ground water quality within the impact area. The determination of the effects of the Project shall include:
        1. **CHANGES TO EXISTING WATER QUALITY**. Changes to existing water quality, as certified by the Colorado Water Quality Control Commission;
        2. **WATER TO BE IMPOUNDED WITHIN LOCAL BASINS**. There is a rebuttable presumption that, unless the primary use of the water to be impounded shall be in Gunnison County or downstream of Gunnison County in the Gunnison and/or Colorado River basins, there will be significant net adverse effect to surface or ground water quality within the impact area;
        3. **CROSS-BASIN OR OUT-OF-BASIN IMPOUNDMENT.** There is a rebuttable presumption that, unless the primary use of the water to be impounded shall be in the same basin as the water body from which it flows, there will be significant net adverse effect to surface or ground water quality within the impact area; and
    b. **HYDROLOGIC FUNCTION AND CAPACITY**. The hydrologic capacities or functioning of streams, floodplains, wetlands and riparian areas, lakes and reservoirs in the impact area;
    c. **AIR QUALITY**. Air quality in the impact area;
    d. **VEGETATION**. Vegetation in the impact area except that which is actually inundated;
    e. **ANIMALS.** Terrestrial and aquatic animals and their habitat in the impact area;
    f. **THREATENED OR ENDANGERED SPECIES**. Threatened or endangered species as defined in C.R.S. 33-1-102 as it may be amended, within the impact area;
    g. **SOILS AND GEOLOGIC CONDITIONS**. Soils and geologic conditions within the impact area;
    h. **EXISTING LAND USES**. Existing land uses (except those owned by the applicant), public services and facilities, and government revenues and expenditures;
    i. **UNIQUE AREAS OF INTEREST**. Areas of geological, paleontological, ecological, historic or archaeological importance within the impact area;
    j. **PUBLIC ROADS**. Public roads and their uses, including hours during which vehicles related to the Project will be operating;
    k. **HISTORIC PUBLIC ACCESS**. Historic public access;
    l. **ADJOINING OR OTHER LANDS.** Impacts on adjoining or other affected lands in the impact area; or,
    m. **VISUAL IMPACTS.** Visual impacts in the impact area shall require mitigation. However, a Project shall not be denied solely on its inability to mitigate visual impacts totally.
    n. **ACREAGE AND LOCATION INUNDATED.** The amount of surface acreage inundated and its location.
2. **TECHNICAL FEASIBILITY OF THE PROJECT**. The proposed development is technically feasible.
3. **ABILITY TO DEVELOP THE PROJECT**. The applicant has the technical and financial ability to develop and operate the proposed development in a manner that is consistent with the permit conditions and public health, safety and welfare.
4. **OTHER APPLICABLE COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.** The Project for which the impounded water is intended currently to be used has received each applicable approval or permit from Gunnison County.
5. **COMPLIANCE WITH APPLICABLE DESIGN STANDARDS**. All Projects shall comply with the requirements of Section 13-114: *Exterior Lighting*. Requirements for mitigation of impacts may also be imposed, pursuant to Article 10: *Locational Standards*, Article 11: *Resource Protection Standards*, Article 12: *Development Infrastructure Standards*, and Article 13: *Project Design Standards*, if they are applicable to elements specific to individual Projects.

H. STANDARDS OF APPROVAL. Any Land Use Change Permit approved for a water impoundment that requires a Land Use Change Permit pursuant to this Section shall include the condition that the applicant shall provide the County

a copy of any maintenance and operations report as prepared for the Colorado Division of Water Resources. The County shall also, upon approval of the Permit, submit a request to the Colorado Division of Water Resources that the County be notified when the agency notifies the owner that there has been an error in the maintenance or operation of the approved facility.

I. APPROVAL FOR LAND USE CHANGE PERMITS ONLY. Approval by Gunnison County of a Land Use Change Permit for a new, modified or expanded water impoundment structure and its operation in no manner implies approval of the design, concept, construction or maintenance program of the dam structure.

SECTION 13-119: STANDARDS TO ENSURE COMPATIBLE USES

A. GENERAL. Proposed land use changes shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas, as well as the following:

1. **HAZARDS OR NUISANCES**. Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.
2. **ADVERSE IMPACTS TO ADJOINING LAND**. Land use changes shall eliminate or minimize or mitigate conflicts between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.

B. ADDITIONAL COMPATIBILITY REQUIREMENTS. As a condition of approval for Land Use Change Permits and in addition to any other requirements of this *Resolution*, the applicable review body may recommend and the decision-making body shall be authorized to impose conditions that are necessary to minimize any potentially adverse impacts. Such conditions may include the following:

1. **HOURS.** Limitation on hours of operation and deliveries;
2. **NOISE AND GLARE.** Relocation on a site of activities that generate potential adverse impacts neighborhood uses including noises and glare;
3. **TRASH.** Appropriate placement of trash receptacles;
4. **LOADING AND DELIVERY**. Appropriate location of loading and delivery areas;
5. **ILLUMINATION**. Appropriate lighting location, intensity, and hours of illumination;
6. **OUTDOOR SERVICES**. Appropriate placement and illumination of outdoor vending machines, telephones, and similar outdoor services and activities;
7. **LANDSCAPING.** The requirement of additional landscaping and buffering;
8. **HEIGHT AND SIZE RESTRICTIONS**. The imposition of height and size restrictions to preserve light, privacy, views of significant features from public property and rights-of-way, and to ensure reasonable compatibility of structure sizes;
9. **NATURAL LIGHTING**. Preservation of natural lighting;
10. **SOLAR ACCESS**. Preservation of solar access;
11. **ODORS AND FUMES**. Ventilation and control of odors and fumes; and
12. **DUST CONTROL**. The imposition of paving or other means as a dust control measure.

ARTICLE 14: INCENTIVES

SECTION 14-100: PURPOSES

The purposes of this Article are to provide alternatives to the minimum subdivision open space requirements of this *Resolution* to permanently conserve private lands that have value in open space, agriculture, wildlife habitat, wetlands or watershed protection by significantly limiting development.

LARGE PARCELS SUBJECT TO DEVELOPMENT PRESSURE. There are in Gunnison County large tracts of private land, including productive agricultural land, that are subject to increasing pressures to be divided and sold for development. County regulation and incentives that encourage appropriate development of that land as a whole will foster orderly planning and will provide significant public benefits, including maintenance of the open character of rural Gunnison County, continuation of agriculture in Gunnison County, and preservation of wildlife habitat, wetlands and watersheds in Gunnison County.

ALTERNATIVES TO 35-ACRE TRACT EXEMPT SUBDIVISION APPROPRIATE. The County is precluded by C.R.S. 30-28-101 (10) (c) (1) from regulating the subdivision of land into parcels all of which are 35 acres or greater in size. It is appropriate and in the public interest that the developers and owners of those large tracts of private land be given reasonable incentives to submit to County review and regulation an application for the division and development of large tracts as an alternative to the statutory 35-acre exemption described in C.R.S. 30-28-101 (c)(1).

DIVISION 14-100: RESIDENTIAL DENSITY TRANSFER PROGRAM

A. PURPOSE. The purpose of this Division is to provide an effective and equitable tool to conserve ranchlands used in agricultural operations and other valuable natural lands, and to help protect those lands from development impacts.

B. METHOD. The Residential Density Transfer (RDT) program transfers units by providing the option of increased density through reduced open space in a new subdivision in exchange for cash payment to Gunnison County for the purchase of undeveloped land and/or conservation easements in areas where lower density development is desirable.

C. APPLICABILITY. Any Land Use Change Permit application involving residential subdivision or multiple-family subdivision consisting of five or more residential lots or residences ("Qualifying Development") may include a RDT pursuant to this Division.

D. REDUCTION OF OPEN SPACE REQUIREMENTS FOR QUALIFYING DEVELOPMENT. The amount of open space required of a Qualifying Development pursuant to *Section 13-108: G.: Residential Uses* may be reduced from 30 percent to 15 percent when the proposed Project conforms to the standards of this Division.

SECTION 14-101: CALCULATING RESIDENTIAL DENSITY TRANSFER AMOUNT AND PAYMENT OF FEES

The calculation of RDT amount and payment of fees shall be as follows:

A. VALUE ACQUISITION. The RDT requirement is determined by calculating a percentage of the value increase given to land when a Qualifying Development is approved. Values used in this calculation shall be based on the non-agricultural land market value, as determined by the Gunnison County Assessor using mass appraisal techniques ("Mass Appraisal Value"). Specifically, the RDT amount equals 10 percent of the sum of the Mass Appraisal Value for all residential lots in the subdivision (A) minus the Mass Appraisal Value that existed for the subject property before the subdivision approval (B).

$$\text{RDT CALCULATION} = 10\% \times \left(\underbrace{\text{SUM OF MASS APPRAISAL VALUE FOR ALL RESIDENTIAL LOTS IN QUALIFYING DEVELOPMENT}}_{\text{A}} - \underbrace{\text{MASS APPRAISAL VALUE OF PROPERTY BEFORE THE QUALIFYING DEVELOPMENT WAS APPROVED}}_{\text{B}} \right)$$

B. EXCLUDED LOTS. Lots used exclusively for essential housing pursuant to Division 9-600: *Essential Housing* or mobile home units pursuant to *Section 9-203: Mobile Home Communities* shall be excluded from the RDT requirement calculation.

C. MIXED DEVELOPMENT. When residential and non-residential uses are located on the same lot, the calculation of (B) shall be accomplished by multiplying the Mass Appraisal Value of the property before the subdivision approval by the percentage of the lot containing or attributable only to residential use.

D. TIMING. The RDT amount shall be calculated by the County and be secured via an agreement acceptable to the County Attorney's Office prior to recording the final plat. When the Assessor value is unavailable before the final plat is ready for recording, the Board of County Commissioners shall establish a preliminary lot value to calculate an initial RDT amount that will serve until the Assessor values are available. Lot value estimates shall be calculated by averaging the current Mass Appraisal Values of the most similar lots available, as recommended by the Assessor and subject to approval by the County Attorney.

E. FINAL CALCULATION. When an initial RDT amount is used, the County shall notify the applicant when the final Mass Appraisal Values become available. At that time and in accordance with the County-approved agreement, adjustments to the RDT amount, RDT compliance method, and security shall be made, subject to approval by the County Attorney, to ensure the RDT requirements are fully met. The final calculation shall only be used when it decreases the RDT amount and the difference shall be reimbursed or recalculated.

F. RDT PAYMENT. At the discretion of the applicant, either all or a portion of the RDT amount shall be paid before the final subdivision plat is recorded, or incrementally with the sale of individual lots. Cash received before the plat is

recorded shall qualify for a 10 percent early payment discount. When the incremental payment method is chosen, the amount apportioned to lots shall be relative to lot value and shall be paid at the close of sale on the lot.

SECTION 14-102: STANDARDS FOR USE OF RDT FUNDS

A. RDT REQUIREMENT COMPLIANCE. Monies collected by Gunnison County pursuant to the RDT program shall be placed into a segregated interest bearing account. Gunnison County shall use funds received pursuant to this Division solely for the purchase of a qualifying conservation easements, restrictive covenants, or fee simple lands located in Gunnison County that permanently conserves private lands that have value in open space, agriculture, wildlife habitat, wetlands, or watershed protection by significantly limiting development; and

B. RDT FUNDS EXPENDITURE APPROVAL. Funds acquired by the County through the RDT program shall not be expended without prior written approval of the Board of County Commissioners.

ARTICLE 15:
RIGHT-TO-RANCH POLICY

COLORADO STATUTE PROTECTS AGRICULTURAL ACTIVITIES. It is the declared policy of the State of Colorado, pursuant to C.R.S. 35-3.5-101 *et seq*: to conserve, protect and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.

GUNNISON COUNTY IS CHANGING. Population increases affect many elements of the community that is Gunnison County, including development in areas that have been rural for decades. When non-agricultural residents move into traditionally agricultural areas, conflict may occur. Gunnison County has a viable economic and cultural agricultural history. When agricultural operators and residents, and non-agricultural residents and visitors collide, the economic viability of agricultural operations, and the rural heritage that enriches the quality of life in the County, may be threatened.

CONFLICTS BETWEEN AGRICULTURAL USES AND DEVELOPMENT. Conflicts between agricultural operations and developed areas can arise from harassment of livestock, free roaming dogs threatening livestock and/or wildlife, trespass by humans and livestock, livestock on roadways, gates left open, fence construction and maintenance, maintenance of ditches across private property, storm water management, burning of ditches, complaints about noise, dust and odor, disposal of dead animals, noxious weeds, pest control, and chemical application issues.

SECTION 15-101: PURPOSES

A. INTENT TO ENCOURAGE AGRICULTURE AND PRESERVE RANCHERS' RIGHTS. It is the purpose of this Section to conserve, protect, and encourage the continued use and improvement of traditional ranching lands in Gunnison County for the production of agricultural products. Additionally, the *Right-to-Ranch Policy* is designed to preserve the right of ranchers to produce, without unnecessary interference, agricultural products using generally accepted agricultural practices and to discourage the encroachment of non agricultural land uses into rural areas. Gunnison County in adopting this Policy intends:

1. **TO ENCOURAGE RESPONSIBLE RANCHING**. To conserve, enhance, and encourage responsible ranching and farming, and lawful agricultural activities and operations within and throughout the county where appropriate.
2. **TO PROTECT AGRICULTURAL ACTIVITIES FROM COMPLAINTS.** To protect agricultural operators from complaints concerning agricultural activities that are legal and responsible.
3. **TO EDUCATE THE PUBLIC.** To educate the public and visitors and nonagricultural residents of the County about the existence, validity, and importance of the county's agricultural operations and activities.
4. **TO ASSIST IN DISPUTE RESOLUTION.** To provide a forum for the informal and non-binding resolution of disputes between agricultural operators and nonagricultural residents and visitors to the county.
5. **TO MINIMIZE CONFLICT BETWEEN AGRICULTURAL AND OTHER USES.** To minimize potential conflicts between agricultural and non-agricultural users of land in the county. To educate new rural residents and long-time agricultural operators alike to their rights, responsibilities, and obligations relating to agricultural activities.

SECTION 15-102: APPLICABILITY

The requirements of this Section shall apply to all Land Use Change Permit applications in Gunnison County. This Right-to-Ranch policy is not intended to apply to general agricultural operations not related to ranching or to small-scale hobby farms or ranches. The protections of this Section, including the limitations on actions for private or public nuisance, are applicable only to agricultural operations as defined by this *Resolution*.

A. LANDOWNER'S RIGHT TO PUT LAND INTO ALTERNATIVE USE. The requirements of this Section shall not prevent an owner from selling his/her land or prevent or hinder the owner in seeking approval to put the land into alternative use.

SECTION 15-103: EFFECTS OF ADOPTION OF RIGHT-TO-RANCH POLICY

A. ADOPTION OF THE RIGHT-TO-RANCH POLICY. Upon the effective date of this *Resolution*, and therefore the adoption of this Right-to-Ranch Policy, the ~~Board~~BOCC establishes that:

1. **RANCHING IS INTEGRAL TO GUNNISON COUNTY**. It is the policy of the ~~Board~~BOCC that continued ranching and farming within Gunnison County are integral elements of and necessary for the continued vitality of the county's history, tourism, economy, landscape, open space, lifestyle, and culture.
2. **AGRICULTURAL OPERATIONS WARRANT PROTECTION**. Given their importance to the county, the Western Slope of Colorado, and to the State, agricultural lands and operations are worthy of recognition and protection. Because, by law, Colorado is a "Right-to-Farm" State, residents and visitors must be prepared to accept the activities, sights, sounds, and smells of Gunnison County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy agricultural sector.
3. **LAWFUL RANCHING IS NOT A NUISANCE**. People with urban expectations may perceive agricultural activities, sights, sounds, and smells as inconvenient, an eyesore, or unpleasant; however, state law and County policy provide that ranching, farming, or other agricultural activities and operations within the county shall not be considered to be nuisances so long as operated in conformance with the law and in a non-negligent manner.
4. **OTHER LAND USERS ON NOTICE**. Residents and visitors must be prepared to encounter noises, odors, lights, mud, dust, smoke, chemicals, machinery and livestock on public roads, storage and disposal of manure, and the application of chemical and organic fertilizers, soil amendments, herbicides, and pesticides, by spraying and other mechanisms, pursuant to applicable local, state and federal laws.
5. **FENCING RESPONSIBILITIES**. All landowners, whether agricultural operators or residential owners, have obligations under state law and County regulation, to maintain fences and adhere to Colorado laws that require livestock to be fenced out, rather than in.
6. **IRRIGATORS' RIGHT TO MAINTAIN DITCHES**. Pursuant to Colorado law and Section 11-109: *Development That Affects Agricultural Lands* irrigators have the right to maintain irrigation ditches, head-gates and other diversion structures. Irrigation ditches are not to be used for the dumping of refuse.
    a. **IRRIGATION DITCH EASEMENTS**. Pursuant to Section 11-109: G. 2.: *Irrigation Ditch Easements*, a maintenance easement of at least 25 feet from the edges of the ditch banks shall be preserved and indicated on a Final Plat for subdivision. For parcels that are the subject of Land Use Change Permits, Building Permits or On-Site Wastewater Treatment System Permits, access for maintenance of an irrigation ditch is required to be 25 feet from each ditch bank. When approved in notarized written form by the ditch owner(s), that distance may be decreased and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.
7. **LANDOWNERS' RESPONSIBILITIES**. All landowners are responsible for controlling noxious weeds, keeping pets under control, using property in accordance with this *Resolution* and all other applicable codes and regulations adopted by the County, and maintaining the environmental resources of their property wisely.

B. **LIMITATION ON PRIVATE ACTION**. An agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production. An agricultural operation that employs methods or practices that are commonly or reasonably associated with agricultural production shall not be found to be a public or private nuisance as a result of any of the following activities or conditions:

1. **CHANGE IN OWNERSHIP**. Change in ownership; or
2. **NONPERMANENT INTERRUPTION**. Nonpermanent cessation or interruption of farming or ranching; or
3. **PARTICIPATION IN GOVERNMENT PROGRAM**. Participation in a government-sponsored agricultural program; or
4. **NEW TECHNOLOGY**. Employment of new technology; or
5. **PRECEDED NON-AGRICULTURAL ACTIVITIES IN THE AREA.** The agricultural operation was established before non-agricultural activities began in the area around the agricultural operation; or
6. **IS NOT OPERATING NEGLIGENTLY**. Is not operating negligently.
    a. **REBUTTABLE PRESUMPTION OF NON-NEGLIGENT OPERATION**. Employment of methods or practices that are commonly or reasonably associated with agricultural production shall create a rebuttable presumption that an agricultural operation is not operating negligently.

C. **INCORPORATING THIS POLICY INTO GUNNISON COUNTY PERMIT APPROVALS**. In reviewing any application for a Land Use Change Permit, the applicable review body shall, to the maximum extent feasible, ensure that such

change does not adversely affect any existing agricultural operation on land not a part of the land use change, including maintenance of historic irrigation ditches and access to active agricultural operations The following shall be included in the County's approval of permits:

1. **INFORMATION TO BE PROVIDED TO BUILDERS ADJACENT TO AGRICULTURAL OPERATIONS**. When a Building Permit is issued for new construction in unincorporated areas of the county that are adjacent to agricultural operations, Building Permit applicants shall be provided with a copy of this *Policy*, and a copy of Gunnison County's *Code of the West*
2. **NOTIFICATION REQUIRED FOR LAND USE CHANGE PERMITS**. As of the effective date of this *Resolution*, pursuant to this Policy, notification of existence of this Policy and of Gunnison County's *Code of the West* shall be required to be included in the recorded resolution approving any Land Use Change Permit, and, as applicable, on the recorded plat of any subdivision that is located adjacent to an agricultural operation.

SECTION 15-104: CONFLICT RESOLUTION PROGRAM

A. AGRICULTURAL LAND USE CONFLICT RESOLUTION PROGRAM. There is hereby created an Agricultural Land Use Conflict Resolution Program for providing a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural operations or practices referenced in this Section and occurring within Gunnison County.

1. **MEDIATION PANEL TO RESOLVE CONFLICTS**. A mediation panel shall be appointed for hearing grievances regarding agricultural land use conflicts between Gunnison County agricultural operations and other residents. The mediation panel shall have the responsibility for making recommendations for the resolution of those conflicts.
   a. **APPOINTED MEMBERS**. The panel shall be made up of a pool of four year-round residents of Gunnison County, appointed by the Board of Commissioners. Each member shall serve a term of two years, except that one member of the initial panel shall be appointed for a one year term in order to stagger the terms of the panel.
   b. **QUALIFICATIONS TO SERVE**. Priority in appointment shall be given to individuals with mediation, arbitration, and other dispute resolution skills; however, experience in ranching or farming shall be mandatory for at least one member of the panel.
   c. **COMPENSATION.** Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed.
2. **PROCESS AND RULES**. The initial mediation panel shall draft and recommend rules or process for the hearing of grievances by the panel. Once drafted, such rules or process shall be presented to the ~~Board~~BOCC for its approval and adoption. Any amendments to such rules and process shall be made in the same manner. The rules or process recommended by the panel and adopted by the ~~Board~~BOCC shall conform in the minimum to the following:
   a. **INFORMAL HEARINGS**. Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves or their official representative. A party may be represented by legal counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such legal counsel may not make an appearance in person, in writing, or otherwise, before the panel.
   b. **ACCEPTANCE OF RECOMMENDATIONS.** Hearing of grievances and acceptance of any recommendation of the panel shall be voluntary; the process is not mandatory and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the mediation panel.
   c. **CONFIDENTIALITY.** All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, without consent by the parties.

ARTICLE 16: ENFORCEMENT

SECTION 16-101: GENERAL

A. ENFORCEMENT SHALL COMPLY WITH ALL APPLICABLE LAW. This *Resolution* shall be enforced in accordance with the requirements of Colorado law and as provided in this Article. Each enforcement remedy can be invoked by Gunnison County independently or in conjunction with any or all of the other enforcement remedies.

B. OWNER HAS BURDEN OF PROOF OF COMPLIANCE. The burden of proof that a project is in compliance with this *Resolution* lies with the owner of the land on which the project is occurring.

C. ENFORCEMENT COSTS ARE OWNER/PERMITTEE RESPONSIBILITY. The costs of any County investigation of the violation and the costs of the hearing and ~~Board~~BOCC action, including incidental expenses of abating the violation, shall be the responsibility of the landowner and permittee, jointly and severally. The term "incidental expenses" shall include personnel costs, both direct and indirect; costs incurred in documenting the violation; the actual expenses and costs to the County in the preparation of notices, specifications and contracts, and in inspecting the work; and the costs of printing and mailing, and attorney's fees required. The County shall provide written notice of those costs to the permittee and landowner by first class mail at the last known address. If the landowner or permittee fails to pay those costs within 30 days of the County mailing, the costs shall become a lien against the subject land or any improvement on the subject land.

D. IMPLEMENTATION OF MITIGATION DOES NOT RELIEVE PERMITTEE OF RESPONSIBILITY FOR COMPLIANCE WITH STANDARDS. Implementation of mitigation does not relieve permittee's responsibility to comply with all County standards and criteria. Failure to conduct the project in compliance with standards and criteria at any time shall be deemed a permit violation and may result in enforcement and/or require a permit amendment to address whether standards and criteria can be satisfied with different mitigation or change in project operations.

SECTION 16-102: AUTHORIZATION TO ENFORCE

The ~~Board~~BOCC, County Manager, County Community Development Director, the Community Development Director's designees, County Attorney, County Building ~~Inspector~~Official, County Environmental Health Official, County Public Works Director and such other persons as the ~~Board~~BOCC may designate are charged with and authorized to enforce all the requirements of this *Resolution*.

SECTION 16-103: RIGHT OF ENTRY AND INSPECTION

When a person charged with enforcement of this *Resolution* has reasonable cause to believe that any project is being conducted or any condition exists on a tract of land or in any building or other structure which is contrary to or in violation of this *Resolution* or any permit issued pursuant to this *Resolution*, any person charged with enforcement of this *Resolution* may enter and inspect or cause to be entered and inspected, the tract, building or other structure at reasonable times to determine compliance with this *Resolution* or that permit, provided that if that tract, building or other structure is occupied, credentials shall be presented to the occupant and entry requested. If the tract of land, building or other structure is unoccupied, such person shall first make a reasonable effort to locate the owner or other person having charge or control of the tract, building or other structure and request entry. If entry is refused, or the owner or person having charge or control cannot be located after reasonable effort, the ~~Board~~BOCC or its designee shall apply to the District Court, Gunnison County, for an order to permit entry. Nothing in this Section precludes or constrains any entry upon or into, or inspection of, any land or into a building otherwise permitted by law.

SECTION 16-104: NOTIFICATION TO CORRECT VIOLATION

When a person charged with enforcement of this *Resolution* has reasonable cause to believe that any project is being conducted or any condition exists on any tract of land or in any building or other structure which is contrary to or in violation of this *Resolution* the County Attorney shall give written notice to the land owner or other person having charge or control of such tract, building or other structure, by certified mail, return receipt requested at the last known address. The notification shall state which requirements of this *Resolution* or of a permit are being violated, shall state the conditions that are to be satisfied for compliance, and shall state that the violator shall immediately initiate correction of the violation to be

substantially complete within 30 days of receipt of the notification. Such written notification is cumulative to, and not a prerequisite to, any other enforcement remedies available to Gunnison County. The Community Development Director shall issue a written compliance letter only if the project or condition that is the basis of the notice has been remedied.

SECTION 16-105: STOP ORDER; IMMEDIATE COMPLIANCE

A. COMMUNITY DEVELOPMENT DIRECTOR MAY ISSUE ORDER. When a person charged with enforcement of this *Resolution* has reasonable cause to believe that any project is being conducted or any condition exists on any tract of land or in any building or other structure which is contrary to or in violation of this *Resolution* or any permit issued pursuant to this *Resolution* the Community Development Director may, by written notice ("stop order"), order the activity or use stopped immediately or by a time certain. The stop order shall state the conditions that shall be satisfied for compliance. The stop order shall be served by delivering it to any person engaged in that activity or use, or to any person owning, leasing, or controlling the land, building or other structure, or by posting the order in a conspicuous location on the land, building or other structure.

B. IMMEDIATE COMPLIANCE REQUIRED. All persons shall comply immediately with the stop order upon its service or posting, as set forth above.

C. STOP ORDER LIFTED ONLY BY COMPLIANCE ORDER. The stop order shall remain in effect until the Community Development Director determines that the activity or condition that is the basis for the stop order has been remedied, and the Community Development Director issues a written compliance order that is served by Gunnison County.

D. DISCRETIONARY ~~BOARD~~BOA REVIEW. The ~~Board~~BOA may review and amend the stop order if the permittee or landowner demonstrates that such amendment is warranted and will not result in an amendment to the subject permit. Any proposed amendment to the subject permit shall comply with all other applicable requirements of this *Resolution*.

E. STOP ORDER NOT A PREREQUISITE TO OTHER REMEDIES. The issuance of a stop order is cumulative to, and not a prerequisite to any other enforcement remedies available to Gunnison County.

SECTION 16-106: TEMPORARY SUSPENSION OR PERMANENT REVOCATION OF PERMIT

A. TEMPORARY SUSPENSION OR PERMANENT REVOCATION OF PERMIT UPON VIOLATION.

1. **~~BOARD~~BOCC ACTION AFTER WRITTEN NOTICE TO PERMITTEE.** The ~~Board~~BOCC may temporarily suspend or permanently revoke an approved Permit if the provisions of any permit or the terms of any related Development Improvement Agreement have been violated. Before making such a temporary suspension or permanent revocation, the ~~Board~~BOCC shall give the permittee written notice of the violation, by certified mail. The ~~Board~~BOCC shall allow the permittee to correct the violation within 30 calendar days from the date of receipt of the notice.
2. **PERMITTEE OPPORTUNITY TO PROVIDE EVIDENCE IN RESPONSE**. If the permittee believes that the notice of violation has been issued in error, the permittee shall, within 15 calendar days from the date of receipt of the notice, provide evidence satisfactory to the County to show that the determination is in error.

B. PUBLIC HEARING. The ~~Board~~BOCC shall conduct a hearing to determine if the permit shall be temporarily suspended, permanently revoked or that there is no demonstrated violation.

1. **NOTICE AND CONDUCT OF HEARING.** The ~~Board~~BOCC shall give written notice of the hearing to the permittee by mailing notice, certified, return receipt requested at the last known address, postmarked at least 14 days before the hearing. The notice shall contain a summary of the grounds for the potential suspension or revocation.
2. **HEARING DATE MAY BE ADVANCED.** The County Manager shall make reasonable efforts to schedule an expedited hearing if requested by the permittee, and/or if irreparable harm may occur if the hearing process is not completed in an expedited manner.
3. **CREDIBLE EVIDENCE REQUIRED TO SUSPEND OR REVOKE.** At the hearing, the County shall have the burden to demonstrate, by credible evidence presented at the hearing, that the permit should be temporarily suspended or permanently revoked.

C. GENERAL STANDARDS. The permit shall be suspended or revoked if, after the close of the hearing, and based on credible evidence, either of the following findings is made by the ~~Board~~BOCC:

1. **PERMIT ISSUANCE WAS BASED ON MISLEADING INFORMATION OR MISREPRESENTATION.** The permit was issued in reliance on materially erroneous or misleading information from the permittee or his/her representative; or
2. **VIOLATION OF CONDITIONS OF PERMIT OR APPLICABLE REGULATION**. Activity is being conducted or a condition exists on the tract of land or in the building or other structure that is a violation of the subject permit, or any applicable regulation.

D. DECISION OF ~~BOARD~~BOCC. Within five working days after the close of the hearing, the ~~Board~~BOCC shall render a decision based upon its findings that there is no violation of the permit, or that there is a violation and the permit is temporarily suspended or permanently revoked, and the effective date of such suspension or revocation.

E. NOTIFICATION. Notification of the ~~Board~~BOCC's decision shall be provided by the Community Development Director to the permittee, by certified mail postmarked within five working days of the ~~Board~~BOCC's decision.

F. SUSPENSION LIFTED ONLY BY COMPLIANCE FINDING. A suspension order shall remain in effect until, at a regular meeting of the ~~Board~~BOCC, the ~~Board~~BOCC finds that the activity or condition that is the basis for the suspension order has been remedied, and the ~~Board~~BOCC issues a written compliance finding.

G. CUMULATIVE REMEDY. The ~~Board~~BOCC's right to suspend or revoke a permit as provided in this Section shall be cumulative to, and not a prerequisite to, any other enforcement remedies available to the ~~Board~~BOCC.

H. APPEAL. A decision made under this Section may be appealed to the BOA pursuant to Section 18-103: *Appeals*.

SECTION 16-107: ABATEMENT OF VIOLATION

Any violation of this *Resolution* or of a permit issued pursuant to this *Resolution* may be abated under the process and standards of this Section.

A. PROCESS FOR ABATEMENT.

1. **NOTIFICATION OF VIOLATION**. If, after investigation by any person charged with enforcement of this *Resolution*, or the ~~Board~~BOCC determines that reasonable cause exists to believe that any activity is being conducted or any condition exists on any tract of land or in any building or other structure which is contrary to or in violation of this *Resolution* or any permit issued pursuant to this *Resolution,* the ~~Board~~BOCC shall serve the permittee, by certified mail, return receipt requested, with a Notice to Abate, stating the grounds of the violation, and setting forth a reasonable time for the permittee to abate and correct the violation.
2. **HEARING TO CORRECT VIOLATION.** If the permittee fails to comply with the Notice to Abate, the ~~Board~~BOCC shall conduct a hearing on abatement to ascertain whether abatement should be conducted.
3. **NOTICE OF HEARING.** The ~~Board~~BOCC shall provide notice of the Hearing on Abatement to the permittee or landowner and any complainant by certified mail, return receipt requested at the last known address, a minimum of 14 days before the date established for the hearing. Notice shall be substantially in this format:

Notice of Hearing on Abatement of Violation of
Gunnison County Land Use Resolution

This is a notice of hearing before the Board of County Commissioners of Gunnison County, Colorado, to ascertain whether certain activity being conducted on, or condition existing on, a tract of land, in any building or other structure situated in unincorporated Gunnison County, Colorado, known and designated as _____(address)_____, in said County, and more particularly described as _____(legal description)_____ with Tax Parcel No. _____, constitutes a violation of the Gunnison County Land Use Resolution and is subject to abatement pursuant to this Resolution. If the violation is not promptly abated by the permittee or landowner, such violation may be abated by Gunnison County, in which case the cost of that abatement will be assessed on such land, and the costs, together with interest thereon, shall constitute a lien on such until paid.

Said alleged violation does not comply with Section _____ of the Gunnison County Land Use Resolution, and consists of the following: _____.

The method(s) of abatement are: _____.

All persons having an interest in said matters may attend the hearing and their testimony and evidence will be heard and given due consideration.

Dated this _____ day of _____, 20___.

Time and Date of Hearing: _____.

4. **DECISION BY ~~BOARD~~BOCC.**

   a. **GENERAL.** At the time stated in the notice of the hearing on abatement, the ~~Board~~BOCC shall conduct a hearing pursuant to the requirements of this Section, and shall hear and consider all relevant evidence, objections or protests, and shall hear testimony of the alleged violator, if desiring to testify, and all other persons having an interest in the hearing.

5. **CONTINUANCE.** The ~~Board~~BOCC may continue the hearing to a specific date and time for good cause.

6. **RECOMMENDED ORDER**. If, after the conclusion of the hearing, the ~~Board~~BOCC finds that a violation of the this *Resolution* does exist and there is sufficient cause to abate the violation, within five days after the close of the hearing the County Attorney shall prepare a recommended Order to Abate with findings of fact specifying the nature of the violation, the method of abatement and the time within which the abatement shall be commenced and completed. The recommended Order to Abate shall then be forwarded to the ~~Board~~BOCC for adoption.

7. **~~BOARD~~BOCC DECISION.** At its next regularly scheduled meeting, the ~~Board~~BOCC shall take action on the recommended Order to Abate.

8. **NOTIFICATION OF RECOMMENDED ORDER**. The County Attorney shall provide the permittee a copy of the recommended Order to Abate by certified mail, return receipt requested at the last known address, postmarked the day the recommended Order to Abate is forwarded to the ~~Board~~BOCC for adoption.

9. **~~BOARD~~BOCC DECISION**. At the next regularly scheduled meeting of the ~~Board~~BOCC after receipt of the recommended Order to Abate, the ~~Board~~BOCC shall approve the Order to Abate or a modified version of it, if there is competent evidence in the record that a violation of this *Resolution* does exist and there is sufficient cause to evict or relocate an illegal use or rehabilitate, demolish, remove or repair an illegal structure.

10. **NOTICE OF ORDER**. The ~~Board~~BOCC shall provide a copy of the decision to the landowner by certified mail, return receipt requested.

B. EFFECT OF ORDER TO ABATE. If an Order to Abate is issued it shall mean that the land, building or structure is in violation of this *Resolution*, and the illegal activity shall be discontinued and rehabilitated, repaired, removed, or demolished in the manner and means specifically set forth in the Order to Abate, including but not limited to the abatement being performed by Gunnison County.

C. ABATEMENT BY COUNTY. If the violation is not abated pursuant to the Order to Abate within the prescribed abatement period, the County Manager shall cause the violation to be abated by County employees or by private contract, or by any other means provided by Colorado law. The County Manager is authorized to enter upon land for those purposes. In addition to the costs regarding the Order to Abate, the landowner shall be responsible to pay all costs, including incidental expenses, of the abatement by the County. The County shall provide written notice of those costs to the landowner by first class mail at the last known address. If the landowner fails to pay those costs within 30 days of the County mailing, the costs shall become a lien against the subject land or any improvement on the subject land.

D. CUMULATIVE REMEDY. The ~~Board~~BOCC's right to abate a violation of this *Resolution* or of any permit issued pursuant to this *Resolution*, as provided in this Section, shall be cumulative to, and not a prerequisite to, any other enforcement remedy provided by this *Resolution*.

E. APPEAL. A decision made under this Section may be appealed to the BOA pursuant to Section ~~1~~8-103: *Appeals*.

SECTION 16-108: NO PROCESSING OR APPROVAL FOR LAND OR PERMITTEE SUBJECT TO ENFORCEMENT

No permit application shall be processed or approved pursuant to this *Resolution*, and no other Gunnison County permit shall be issued by Gunnison County, for property or permittee that is the subject of an existing Notice of Violation, Stop Order, Suspension Order, or Order of Abatement. The enforcement remedy provided by this Section shall be cumulative to, and not a prerequisite to, any other enforcement remedy provided by this *Resolution*.

SECTION 16-109: NO ACTION FOR PERSONS SUBJECT TO ENFORCEMENT ORDERS

No application shall be processed or approved pursuant to this *Resolution*, and no other Gunnison County permit shall be issued by Gunnison County, for or to any person who is responsible for a violation that is the subject of an existing Stop

Order, Suspension Order or Order of Abatement. The enforcement remedy provided by this Section shall be cumulative to, and not a prerequisite to, any other enforcement remedy provided by this *Resolution*.

SECTION 16-110: REVIEW OF POTENTIAL VIOLATION AND NECESSARY REMEDIATION BEFORE PERMIT APPLICATION

A. COMMUNITY DEVELOPMENT DEPARTMENT REVIEW. When any activity has begun or any condition exists on a tract of land or in any building or other structure without the necessary permit having been obtained pursuant to this *Resolution* the Community Development Director shall conduct a review to determine what remediation must occur before a permit application will be accepted to consider that activity or condition.

B. REVIEW FEE. A review fee, in addition to the application fee, shall be collected whether or not a permit is issued based on the application. The review fee shall be equal to three times the amount of the application fee and payable at the time of the application.

C. FEE PAYMENT OR FILING OF APPLICATION DOES NOT PROVIDE EXEMPTION FROM OTHER REQUIREMENTS. Neither the payment of the review fee nor the filing of an application shall exempt any person from compliance with all other requirements of this *Resolution* and all other applicable regulations or relieve any person from any other enforcement remedies available to Gunnison County.

D. CUMULATIVE REMEDY. The requirement of a review pursuant to this Section shall be cumulative to, and not a prerequisite to, any other enforcement remedy provided by this *Resolution*.

SECTION 16-111: REQUIREMENTS REGARDING SUBDIVISION OF LAND

In addition to the enforcement remedies provided in this *Resolution*, but not as a prerequisite to any of them:

A. FINE FOR TRANSFERRING TITLE BEFORE FINAL PLAN APPROVAL AND FILING OF WARRANTS. Pursuant to C.R.S. 30-28-110(4)(a) as it may be amended, any subdivider or agent of a subdivider, who transfers legal or equitable title or sells any subdivided land before a Final Plat for subdivided land has been approved by the ~~Board~~BOCC and recorded or filed in the Office of the County Clerk and Recorder, is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than $1,000 nor less than $500 for each parcel of, or interest in, subdivided land which is sold. All fines collected under this Section shall be credited to the General Fund of Gunnison County.

B. LOTS MAY NOT BE SOLD BEFORE FINAL APPROVAL. Pursuant to C.R.S. 30-28-110(4)(b) as it may be amended, the ~~Board~~BOCC has the power to bring an action to enjoin any subdivider from selling subdivided land before a Final Plat for such subdivided land has been approved by the ~~Board~~BOCC and properly recorded.

C. TAXES TO BE PAID. An application for any land use change, any subdivision of land or the subsequent phasing of an approved subdivision of land or issuance of any related County permits shall be placed on inactive status pursuant to Section 3-105: B.: *Withdrawn and Inactive Applications* if the real property taxes for the subject parcel are determined by the Gunnison County Treasurer's Office to be delinquent in whole or in part. No plat for subdivided land shall be approved by the ~~Board~~BOCC unless at the time of the approval of platting the applicant provides the certification of the County Treasurer's office that all real property taxes applicable to that subdivided land, up to the year in which approval is granted, have been paid.

SECTION 16-112: OTHER REMEDIES

A. CIVIL REMEDIES. Any person violating any provision of this *Resolution* shall be subject to all civil sanctions and penalties authorized by law, including Sections 30-28-124 C.R.S. and 124.5 C.R.S. as they may be amended. For purposes of civil sanctions the County may seek, this *Resolution* shall be considered to be a zoning resolution. A civil sanction and penalty may be assessed for each day the violation exists.

B. CRIMINAL REMEDIES. Any person violating any provision of this *Resolution* shall be subject to all criminal sanctions and penalties authorized by law, including but not limited to Sections 30-28-124, 124.5, and 16-13-301 C.R.S., *et seq*. as they may be amended. For purposes of criminal sanctions the County may seek, this *Resolution* shall be considered to be a zoning resolution. A sanction and penalty may be assessed for each day the violation exists.

C. CUMULATIVE REMEDY. The ~~Board~~BOCC's right to seek civil and/or criminal remedies shall be exercised only by the ~~Board~~BOCC and shall be cumulative to, and not a prerequisite to, any other enforcement remedies provided by this *Resolution*.

D. FEES. The ~~Board~~BOCC shall be entitled to recover from any person violating any provision of this *Resolution* all reasonable attorneys' fees as well as all reasonable costs including staff time incurred in enforcing requirements of this *Resolution*.

SECTION 16-113: NO PERSONAL LIABILITY

Any County official, employee or agent charged with the enforcement of this *Resolution* who acts in good faith in the discharge of the duties required by this *Resolution* or other pertinent law, ordinance, regulation or *Resolution* shall not thereby be rendered personally liable for any damages that may accrue to any person or property as a result of an act or omission to act in the discharge of those duties.

SECTION 16-114: NO COUNTY LIABILITY

This *Resolution* does not make, and shall not be construed to make, Gunnison County, or any of its officials, employees or agents responsible or liable for any injury to persons or property resulting from any action taken pursuant to this *Resolution.*

SECTION 16-115: RESPONSIBILITY NOT LESSENED

This *Resolution* does not and shall not be construed to relieve from or lessen the responsibility of any person owning or controlling any land for any damages to persons or property caused by use of such land for which a permit was issued pursuant to this *Resolution*.

SECTION 16-116: NO WAIVER BY GUNNISON COUNTY OF STATUTORY AUTHORITY

Nothing in this Article 16 is, or shall be construed to be, a waiver by Gunnison County of any statutory authority including the authority identified in Section 24-32-2109, C.R.S., *Local Disaster Emergencie*s, as it may be amended.

SECTION 16-117: NO WAIVER BY GUNNISON COUNTY OF GOVERNMENTAL IMMUNITY

Nothing in this *Resolution*, and no act performed pursuant to this *Resolution*, is or shall be construed to be a waiver by Gunnison County, its officials, employees or agents of governmental immunity.

SECTION 16-118: DEVELOPMENT IMPROVEMENT AGREEMENT REQUIRED

A. DEVELOPMENT IMPROVEMENT AGREEMENT SHALL BE REQUIRED. When public or private improvements are a required component of a Land Use Change Permit, the ~~Board~~BOCC shall require as a condition of permit approval, in addition to the guarantees identified in C.R.S. 30-28-137 as it may be amended, that the applicant execute and fund with Gunnison County a Development Improvement Agreement acceptable to Gunnison County in form and substance, and amount and type of security. The Development Improvement Agreement shall constitute the applicant's agreement to construct the public improvements and private improvements identified as requirements of project approval. The Development Improvement Agreement shall specifically identify such requirements including plans, drawings and schedules for completion and shall be substantially in the form referenced in Section 16-117: E: *Form of Agreement.*

B. TIME. The Development Improvement Agreement shall be executed, including the provision of full financial security, by the applicant within one year of the final approval of the decision making body for the Land Use Change permit.

C. REQUIREMENTS FOR EXTENSION OF DEVELOPMENT IMPROVEMENT AGREEMENT EXECUTION. An extension of the term the execution of the Development Improvement Agreement may be requested by the applicant or recommended by the Planning Commission. The term of the execution of the Development Improvement Agreement may only be extended as a condition of initial approval, or if a request for extension is submitted at least three months before the required Development Improvement Agreement execution and only if the applicable decision-making body finds that the extension complies with the following criteria:

1. **EXTENSION OF DEVELOPMENT IMPROVEMENT AGREEMENT EXECUTION REQUESTED AS PART OF INITIAL LAND USE CHANGE PERMIT APPROVAL.** When the applicant requests extension of the execution of the Development Improvement Agreement as part of the initial Land Use Change Permit approval, all of the following criteria must be met:

   a. **A PUBLIC BENEFIT WILL BE OBTAINED OR NO PUBLIC DETRIMENT WILL OCCUR.** A public benefit will be obtained or no public detriment will occur as a consequence of the extension; and

b. SIZE OF PROJECT AND ECONOMIC CONDITIONS. The size and phasing of the development, economic cycles and market conditions warrant the extension of the DIA execution; and

c. COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT. The applicant has complied with all conditions requiring performance before the date of application for extension of the execution of the DIA; and

d. PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT. Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; or the applicant has demonstrated extenuating circumstances that have affected progress of the development; and

e. BENEFITS RECEIVED BY COUNTY. Required benefits, if any, already have been received by the County as a result of Project approval, such as impact fees or land dedications; and

f. NEEDS OF APPLICANT AND COUNTY. The needs of the applicant will be served and the needs of the County will not be harmed by the extension; and

g. NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS. There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the Project as approved, and the requirements of this *Resolution* or other regulations as they exist at the time the application for extension is made to extend the permit term; and

h. CHANGES IN CIRCUMSTANCES. Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and

i. PROPOSED CHANGES IN THE DEVELOPMENT. Any proposed changes in the development are not significant; and

j. TAXES TO BE PAID. No permit shall be extended unless at the time of the request for extension the applicant a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

k. ONE TWO-YEAR EXTENSION. No more than one two-year extension of the execution and full funding of the Development Improvement Agreement shall be granted.

C. FINANCIAL SECURITY. The Development Improvement Agreement shall require the applicant to provide to the County a guarantee of financial security, acceptable to the County, in an amount established by the ~~Board~~BOCC based on no less than 125 percent of the estimated cost of the project, and payable on demand to the County. The purpose of the guarantee of financial security is to assure that the public improvements and private improvements identified as requirements of project approval are timely and fully completed, that all mitigation requirements and permit conditions are timely and fully performed, and that the development area is timely and fully reclaimed.

D. ENSURED COMPLETION OF IMPROVEMENTS. The Development Improvement Agreement shall provide that if the ~~Board~~BOCC determines that any of the required improvements are not timely and fully constructed or if any of the requirements of approval are not performed as provided in the Agreement, including reasonable requirements for the correction of deficiencies upon notice thereof, the ~~Board~~BOCC may draw upon the financial security as may be necessary to complete the improvements in accordance with the specifications included in the Agreement and the ~~Board~~BOCC may exercise any or all of the other remedies available to it pursuant to the Agreement and this *Resolution*.

E. CERTIFICATION OF COMPLETION AND RELEASE OF SECURITY. The Development Improvement Agreement may include requirements for certification of completion, partial releases of the security, hold-over of security to ensure repairs or replacement, demonstrated performance of required facilities, substitution of security, and other requirements deemed appropriate by the ~~Board~~BOCC.

F. FORM OF AGREEMENT. A general form of the Development Improvement Agreement is available ~~in~~ from the County Attorney's office. This form of agreement may be modified from time to time by the County in its discretion without formal amendment to this *Resolution*.

APPENDIX

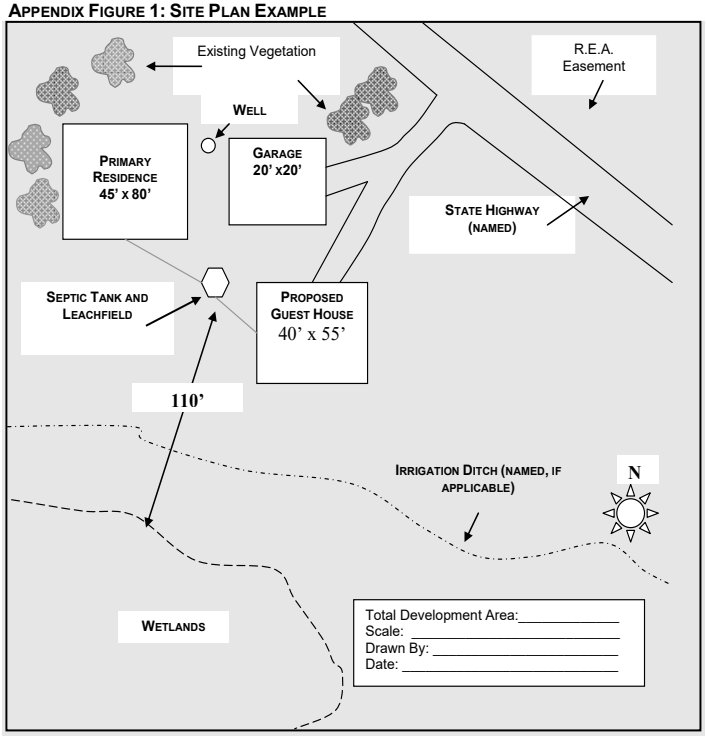
Tables in the Appendix:

Appendix Table 1: *Impact Classifications*
Appendix Table 2: *Summary of Review Processes*
Appendix Table 3: *Off-Road Parking Requirements*

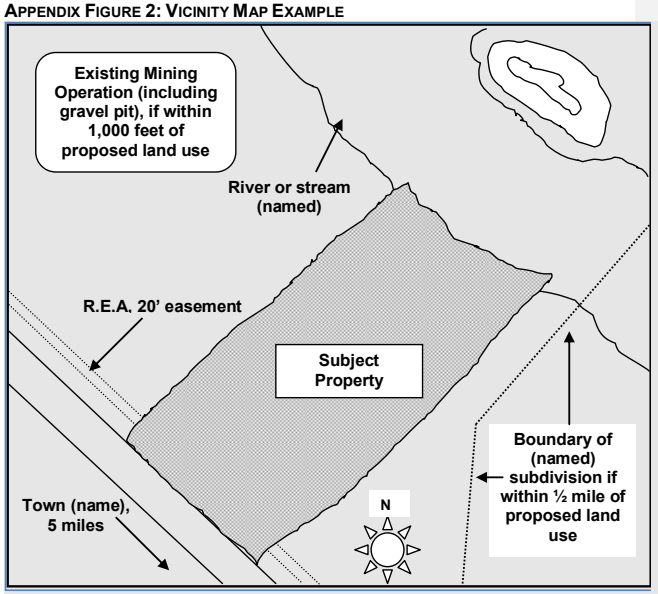
Figures in the Appendix:

Appendix Figure 1: *Site Plan Example*
Appendix Figure 2: *Vicinity Map Example*
Appendix Figure 3: *General Review Process for Land Use Change Permits*
Appendix Figure 4: *General Review Process for Administrative Review Projects That Require Land Use Change Permits*
Appendix Figure 5: *General Review Process for Minor Impact Projects*
Appendix Figure 6: *Sketch Plan Review Process for Major Impact Projects*
Appendix Figure 7: *Preliminary Plan Review Process for Major Impact Projects*
Appendix Figure 8: *Final Plan Review Process for Major Impact Projects*

APPENDIX FIGURE 1: SITE PLAN EXAMPLE



APPENDIX FIGURE 2: VICINITY MAP EXAMPLE



APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
• **EXEMPT PRIMARY RESIDENCE SMALLER THAN 5~~10~~,000 SQ. FT.** A primary residence smaller than 5~~10~~,000 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence. • **BARNS AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION.** A barn or other agricultural building used in conjunction with an agricultural operation. • **FENCES.** Fences, which shall comply with Section 13-113: *Fencing*. • **GARDENS AND GREENHOUSES**. Private non-commercial gardens and greenhouses. • **ONE ~~120~~ 200SQ. FT. STORAGE SHED**. One storage shed ~~120~~ 200 sq. ft. or smaller. • **BARNS IN APPROVED SUBDIVISIONS**. Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County. • **GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS**. Gardens and greenhouses that are home occupations, created and operated	• **PRIMARY RESIDENCE 5,000 SQ. FT. OR LESS, IN EXISTING PLATTED SUBDIVISION.** A primary residence 5,000 sq. ft. or less, located within an existing platted subdivision. • **PRIMARY RESIDENCE 5,000 SQ. FT. OR LESS AND AGGREGATE SQUARE FOOTAGE 7,000 SQ. FT. OR LESS.** A residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence 5,000 sq. ft. or less (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures with an aggregate of 7,000 sq. ft. or less on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • **MULTIPLE FAMILY RESIDENCE 10,000 SQ. FT. OR LESS**. A multiple family residence 10,000 sq. ft. or less. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • **AGGREGATE SQUARE FOOTAGE 12,500 SQ. FT. OR LESS FOR MULTIPLE-FAMILY RESIDENCE(S).** An aggregate 12,500 sq. ft. or less of residential living area and/or accessory on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • ~~**SECONDARY STRUCTURE INTENDED**~~	• **PRIMARY RESIDENCE LARGER THAN 5,000 SQ. FT.** A primary residence larger than 5,000 sq. ft. or larger. • **AGGREGATE SQUARE FOOTAGE LARGER THAN 7,000 SQ. FT.** An aggregate square footage larger than 7,000 sq. ft. of residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • **MULTIPLE FAMILY RESIDENCE LARGER THAN 10,000 SQ. FT.** A multiple family residence larger than 10,000 sq. ft. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • **AGGREGATE SQUARE FOOTAGE LARGER THAN 12,500 SQ. FT. FOR MULTIPLE FAMILY RESIDENCE(S).** An aggregate square footage larger than 12,500 sq. ft. of residential living area and/or accessory structures on one	• **MORE THAN FOUR UNITS.** More than four units that are subdivision lots, duplex units, or multiple-family residences. • **NEW COMMERCIAL, INDUSTRIAL LARGER THAN 5,000 SQ. FT. OR FIVE ACRES.** A new commercial or industrial use of more than 5,000 sq. ft. of structure, or on a parcel of more than five acres, or which, because of projected traffic, hours of operation, or type of use, may be classified as a Major Impact project, or would be the first instance of a commercial or industrial land use in an area in which no other commercial or industrial land use currently exists. • **EXPANSION OF COMMERCIAL OR INDUSTRIAL USE ~~OF~~ LARGER THAN 10,000 SQ. FT. OR FIVE ACRES OR MORE.** Expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*, of 10,000 sq. ft. or more. • **LARGE NEW OR EXPANDED MINING OPERATIONS.** New or expanded mining operations that operate for more than 180 days per year, produces more than 10,000 tons of ore/waste per year, or affects

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
pursuant to Section 9-102: *Home Occupations*. • **POOLS AND RECREATION FACILITIES**. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group. • **INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9-101. 7.: *Standards for Integrated Secondary Residence*. • **SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING WITHOUT A KITCHEN**. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations.* • **DETACHED SECONDARY RESIDENCE ON A LEGAL LOT.** A detached secondary residence on a legal lot. • **ONE HOME OCCUPATION**. One home occupation, pursuant to Section 9-102: *Home Occupations*. • **CAMPING.** Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509:	~~**ONLY FOR SLEEPING AND HAS NO KITCHEN**. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations*.~~ • **MORE THAN ONE HOME OCCUPATION.** More than one home occupation, pursuant to Section 9-102: *Home Occupations*. • ~~**MOBILE HOME NOT IN A MOBILE HOME COMMUNITY.** A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-202: *Individual Manufactured and Mobile Homes.*~~ • **BOUNDARY LINE ADJUSTMENT**.. An application to adjust the lot line between adjacent parcels or lots not in platted approved subdivisions, when the adjustment is in compliance with Section 5-103: *Standards for Approval of Administrative Review Projects.* • **LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned. • **CORRECTION PLAT.** An application to correct a technical error in a subdivision plat that has been approved and recorded. • **REPAIR OF EXISTING DISTRIBUTION LINES.** Repair of existing distribution lines located substantially within an existing utility easement. • **ALTERATION OF APPROVED BUILDING ENVELOPES.** Alterations of building	parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*. • **MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT.** More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: *Uses Secondary to a Primary Residence*. • **2-4 UNITS.** 2-4 units that are subdivision lots, ~~duplexes,~~ or multiple-family residences, except as allowed pursuant to Section 9-101: G: *Secondary Structures and Uses Classified as Minor Impact Projects.* • **DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS**. Any development other than a project classified as a Major Impact project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to *Section 11-108: E: Impact Classification.* • **CLEARING OF MORE THAN 7500 SQ. FT. OF LAND**. Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation. • **NEW COMMERCIAL, INDUSTRIAL 5,000 SQ. FT., OR FIVE ACRES OR LESS**. A new commercial or industrial structure equal to or less than 5,000 sq. ft: or a commercial or industrial use developed on five acres or less.	more than two surface acres of land, pursuant to Division 9-400*: Exploration, Extraction and Processing of Minerals and Construction Materials*. • **LARGE CONSTRUCTION MATERIALS OPERATIONS.** Any sand, gravel or quarry operation providing material that will operate for more than two years, pursuant to *Division 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.* Larger operations may require review under the *Gunnison County Special Development Projects Regulations*. • **WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS I DAMS**. New projects, or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class I dam, pursuant to Section 13-118: *Water Impoundments.* • **TRANSMISSION LINES.** Construction of a new transmission line(s) in an area in which no line(s) currently exists, but not including a project for which a Land Use Change Permit has been granted in which the design, construction, location

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APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
C. *No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel.* • **SPECIAL EVENTS**. A special event, pursuant to Section 9-501: *Special Events.* • **TEMPORARY STRUCTURES.** Temporary structures, pursuant to Section 9-502: *Temporary Structures.* • **SATELLITE DISHES.** Satellite dishes, pursuant to Section 9-503: *Satellite Dish Devices.* • **ATTACHED WIRELESS TELECOMMUNICATIONS DEVICE**. Attached wireless telecommunications device, pursuant to Section 9-504: *Attached Wireless Telecommunications Devices.* • **KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION.** Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: *Keeping of Livestock Not on an Agricultural Operation.* • **SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM**. The Colorado Department of Public Health and Environment's site approval application for a proposed expansion or alteration of an existing wastewater treatment	envelopes on lots that were approved as an element of a Land Use Change Permit. • **SUBDIVISION EXEMPTION TO "VALIDATE" AN EXISTING LOT.** Pursuant to C.R.S. 30-28-101 (10) (d)., the "validation" of a lot that existed prior to the effective date of this *Resolution*, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot "legal lot"). • **EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS.** Expansion or change of a commercial or industrial use existing as of the effective date of this *Resolution,* when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land. • **PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT.** A constructed condominium or townhome project for which a Land Use Change Permit has been approved for the overall development. • **LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: *Limited Mineral Exploration.* • **UNDERGROUND MINERAL EXPLORATION**. An application for underground mineral exploration for operations existing as of the effective date of this *Resolution*, as addressed in Section 9-402: D: *Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity.*	• **5.000-10,0009,999 SQ. FT. EXPANSION OF COMMERCIAL OR INDUSTRIAL USE**. Expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*, of 5,000 – 10,0009,999 sq. ft. • **FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURE**. Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to *Section 9-505: Freestanding Wireless Telecommunication Structures.* • **SMALL NEW OR EXPANDED MINING OPERATIONS**. New or expanded mining operation that operates for no more than 180 days per year, produces fewer than 10,000 tons of ore/waste per year and affects no more than two surface acres of land, pursuant to *Division 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.* • **CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD.** Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years. • **GENERAL ROAD CUTTING OR CONSTRUCTION**. Road cutting or construction, except that cutting or construction and maintenance of a	and impacts of the utility line(s) were reviewed and approved. • **PRECEDENT FOR FUTURE LAND USE THAT IS DIFFERENT THAN EXISTING USE.** Any proposal that sets a precedent for future land use that is significantly different than existing land uses in the impact area.

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
system. • **DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE**. A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this *Resolution*. • **ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES**. Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement.	• **EXTRACTION OF CONSTRUCTION MATERIALS**. Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: *Limited Construction Material Extraction.* • CONSTRUCTION OF A DRIVEWAY ON A VACANT PARCEL OF LAND PRIOR TO ISSUANCE OF A BUILDING OR ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT. The construction of a driveway on vacant land prior to the issuance of a building or on-site wastewater treatment system permit., excluding agricultural or temporary access permits. • **NON-COMMERCIAL USE OF HELICOPTER FOR ACCESS TO PRIVATE PROPERTY.** The non-commercial use of a helicopter solely for the use by the property owner for access to private property. • **AMENDMENT OR TERMINATION OF SUBDIVISION COVENANTS.** Amendment or termination of subdivision covenants, for covenants approved as part of the subdivision approval by Gunnison County. • **SUBDIVISION PLAT VACATION, AMENDMENT OR REPLAT.** Vacation, amendment or replat of a recorded subdivision plat.	road that provides access solely for an agricultural operation shall not be classified as a Minor Impact project, and shall not require review. • **TRANSMISSION LINES**. Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved. • **BED AND BREAKFAST.** Bed and breakfast business, pursuant to *Section 4-103: Bed and Breakfast.* • **CHILD CARE CENTER**. A child care center, pursuant to Section 9-506: *Child Care Center*. • **GROUP HOME**. A group home, pursuant to *Section 9-507: Group Home.* • **FREESTANDING WIRELESS COMMUNICATION STRUCTURES**. Freestanding wireless communication structures, pursuant to *Section 9-505: Freestanding Wireless Communication Structures.* • **WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS**. New projects or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that	

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APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
		includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to *Section 13-118: Water Impoundments.* • **EXPANSION OR EXTENSION OF SNOWPLOWING**. Expansion or extension of snowplowing, pursuant to *Section 11-110: F: Expansion or Extension of Snowplowing.* • **COMMERCIAL WEDDING SITE.** The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event.	

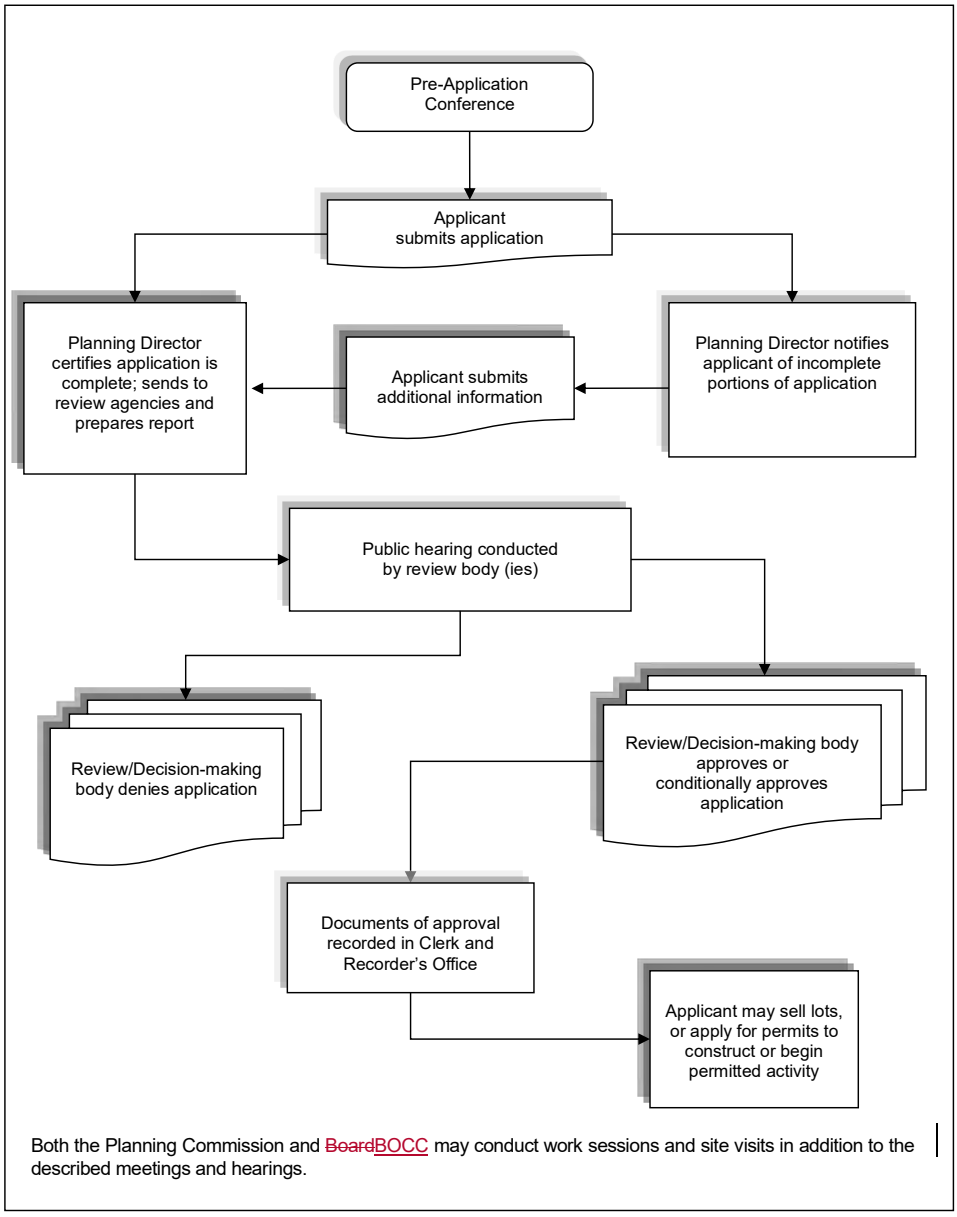
APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	~~BOARD~~BOARD OF COUNTY OF COMMISSIONERS	BOARD OF ~~ADJUSTMENTS~~ADJUSTMENT	PUBLIC HEARING
ADMINISTRATIVE REVIEW PROJECTS						
ALL ADMINISTRATIVE REVIEW PROJECTS	Optional	Community Development Director makes decision	N/A	Decisions may be appealed to the ~~Board~~BOCC	N/A	None
MINOR IMPACT PROJECTS						
MINOR IMPACT SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes recommendation to ~~Board~~BOCC	Makes decision; subdivision plat requires ~~Board~~BOCC Signature	N/A	Planning Commission and ~~Board~~BOCC jointly conduct one hearing
MINOR IMPACT NOT A SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes decision	Decisions may be appealed to the ~~Board~~BOA	N/A	Planning Commission conducts one hearing
MINOR IMPACT, EXTENSION OF SNOWPLOWING	Optional	N/A	N/A	Makes decision	N/A	~~Board~~BOCC conducts one hearing
MAJOR IMPACT PROJECTS						
SKETCH PLAN	Mandatory	Provides analysis of Sketch Plan to Planning Commission	Makes recommendation to ~~Board~~BOCC	Makes decision	N/A	One jointly conducted hearing required by Commission; and ~~Board~~BOCC; ~~Board~~BOCC has option to separately conduct one additional
PRELIMINARY PLAN	Mandatory	Provides analysis of Preliminary Plan to Planning Commission	Makes recommendation to ~~Board~~BOCC	Makes decision	N/A	One jointly conducted hearing by Commission and ~~Board~~BOCC; ~~Board~~BOCC has option to separately conduct one additional

APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

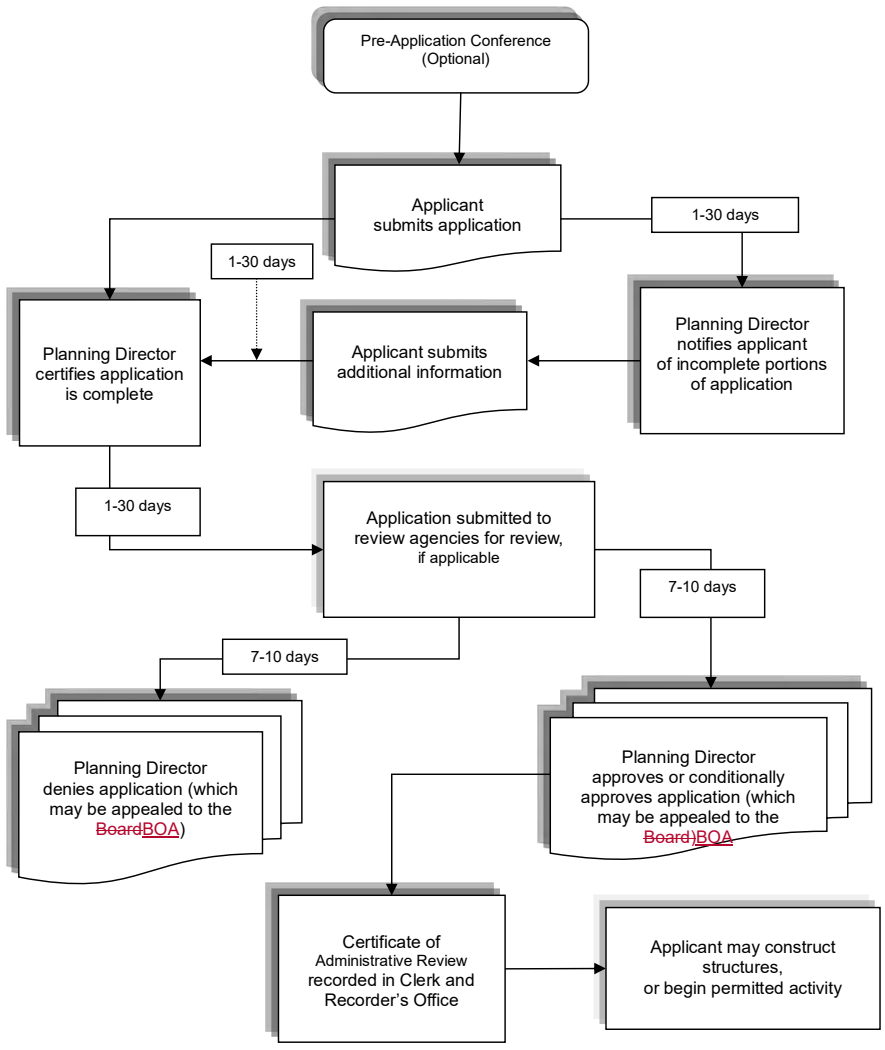
APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	~~BOARD~~BOARD OF COUNTY OF COMMISSIONERS	BOARD OF ~~ADJUSTMENTS~~ADJUSTMENT	PUBLIC HEARING
FINAL PLAN	Optional	Provides analysis of Final Plan to ~~Board~~BOCC	If included as a specific condition of Preliminary Plan Approval, Commission reviews and makes recommendation to ~~board~~BOCC	Makes decision	N/A	None
MISCELLANEOUS PROCESSES						
VARIANCE FROM SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY	N/A	~~Building Inspector~~Community Development Department presents report and analysis to ~~Board~~BOCC of ~~Adjustments~~Adjustment	N/A	N/A	Makes decision	Board of Adjustment has one hearing
VARIANCE FROM SIGN REQUIREMENTS	N/A	~~Building Inspector~~Community Development Department presents report and analysis to ~~Board~~BOCC	N/A	Makes decision	N/A	None
VARIANCE FROM FLOODPLAIN DEVELOPMENT REQUIREMENTS	N/A	Presents report and analysis to ~~Board~~BOCC	N/A	Makes decision	N/A	None
EXTENSION OF VESTED RIGHT DURING TERM OF PERMIT	N/A	N/A	N/A	Makes decision	N/A	~~Board~~BOCC conducts one hearing
DESIGNATION OF SPECIAL GEOGRAPHIC AREAS	N/A	Prepares maps and provides analysis for Planning Commission on this *Resolution* language	Makes recommendation to ~~Board~~BOCC	Makes decision	N/A	Planning Commission and ~~Board~~BOCC jointly conduct one hearing
AMENDING THIS *RESOLUTION*	N/A	Makes analysis to Planning Commission	Makes recommendation to ~~Board~~BOCC	Makes decision	N/A	~~Board~~BOCC required to conduct one hearing

APPENDIX FIGURE 3: GENERAL REVIEW PROCESS FOR LAND USE CHANGE PERMITS



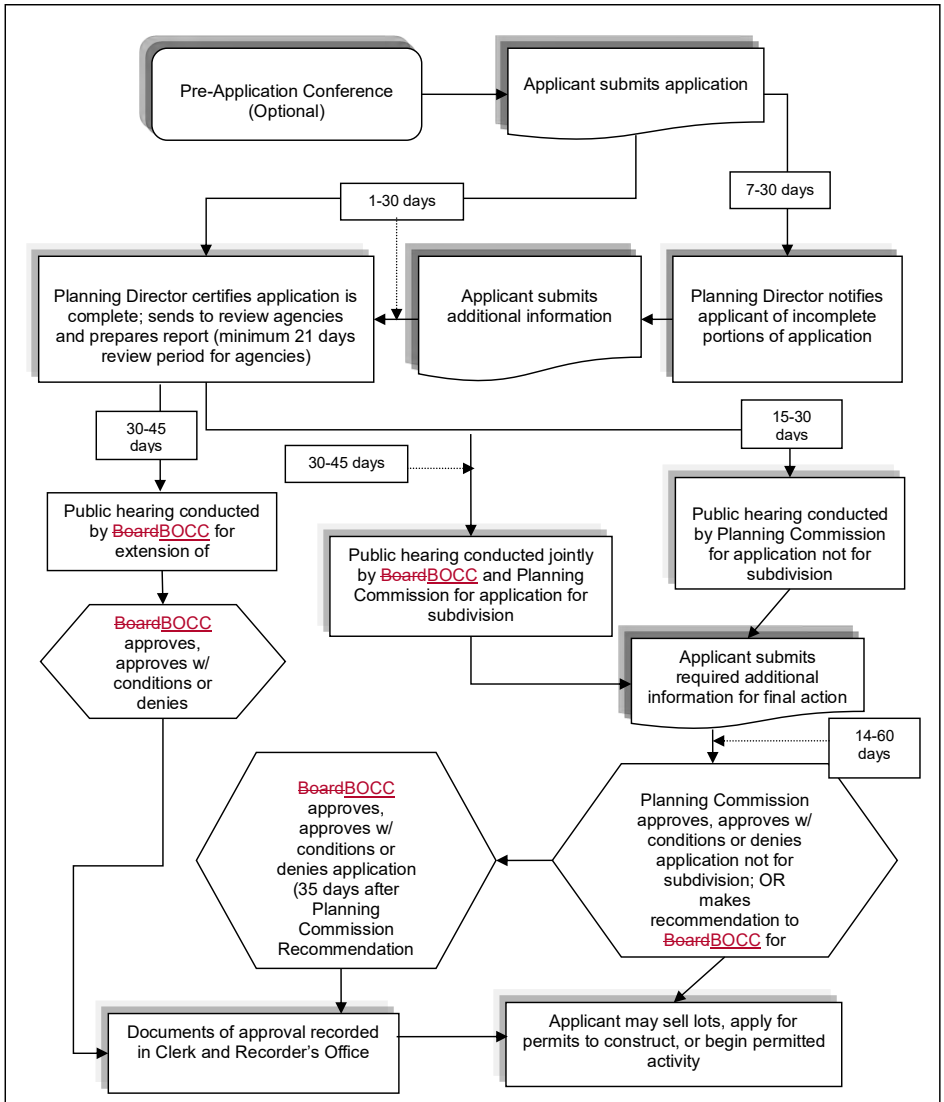
Both the Planning Commission and ~~Board~~BOCC may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 4: GENERAL REVIEW PROCESS FOR ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS



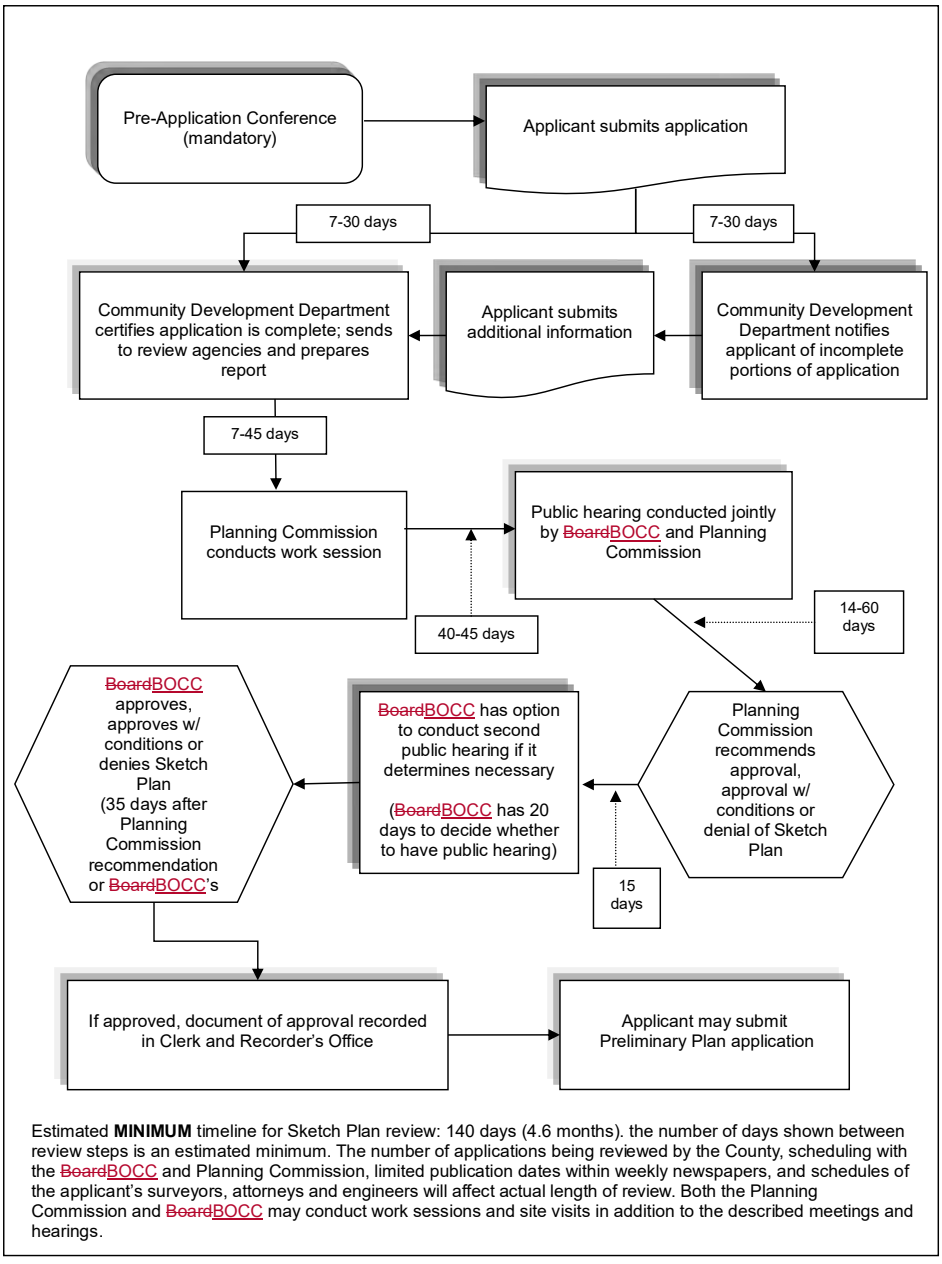
Estimated **MINIMUM** timeline for Administrative Review project review is 2-6 weeks. The number of applications being reviewed by the County, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review.

APPENDIX FIGURE 5: GENERAL REVIEW PROCESS FOR MINOR IMPACT PROJECT :



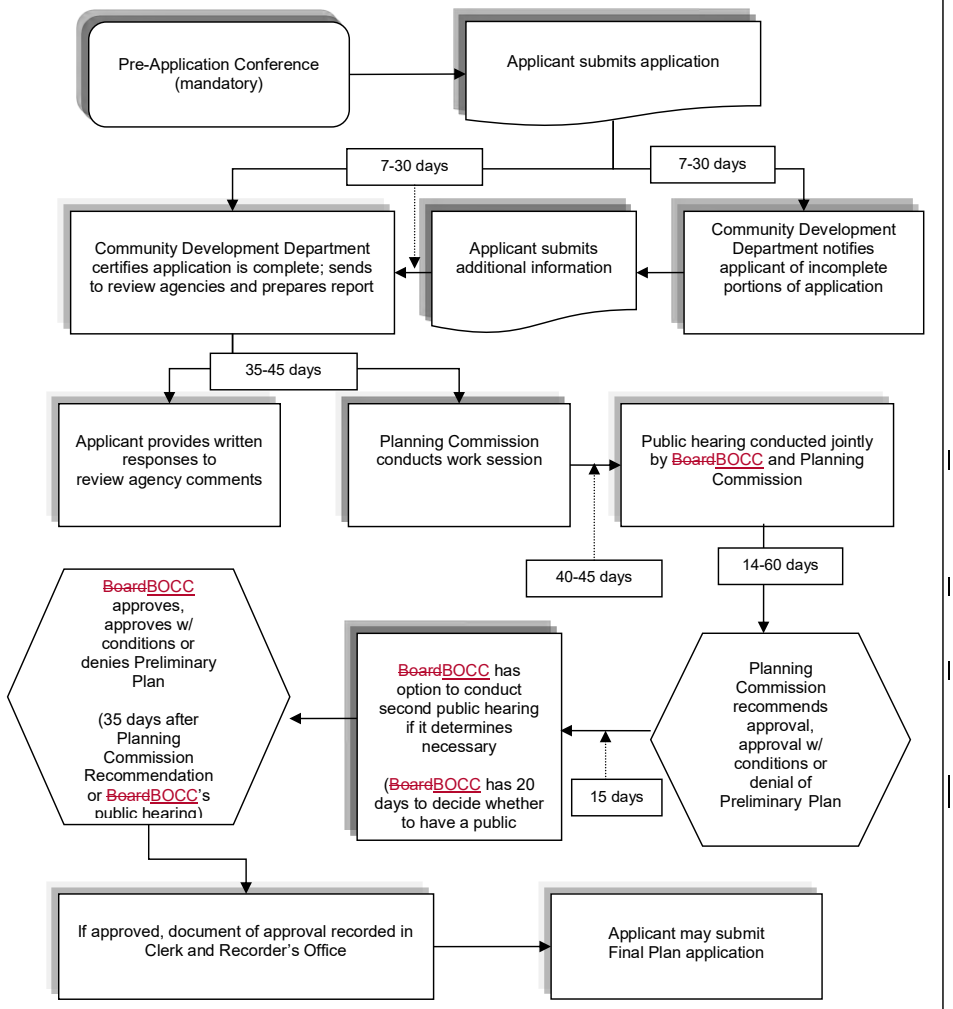
Estimated **MINIMUM** timeline for Minor Impact project review is six weeks to two months. The number of applications being reviewed by the County, scheduling with the ~~Board~~BOCC and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and ~~Board~~BOCC may conduct **work sessions** and **site visits** in addition to the described meetings and hearings. The ~~Board~~BOCC also has the option of conducting its own separate additional public hearing.

APPENDIX FIGURE 6: SKETCH PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS:



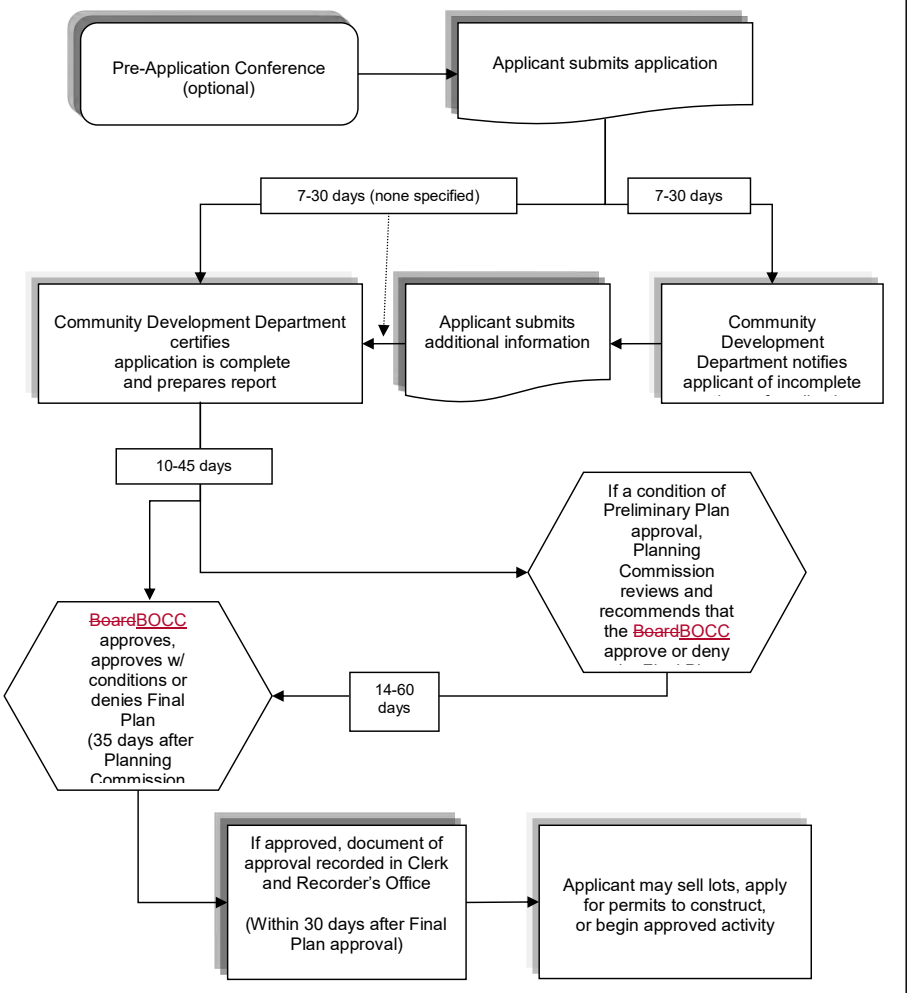
Estimated **MINIMUM** timeline for Sketch Plan review: 140 days (4.6 months). the number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the ~~Board~~BOCC and Planning Commission, limited publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and ~~Board~~BOCC may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 7: PRELIMINARY PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



Estimated **MINIMUM** timeline for Preliminary Plan review: 140 days (4.6 months). the number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the ~~Board~~BOCC and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and ~~Board~~BOCC may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 8: FINAL PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



Estimated timeline for Final Plan review: Two months. The number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the ~~Board~~BOCC and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and ~~Board~~BOCC may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX TABLE 3: OFF-ROAD PARKING REQUIREMENTS

TYPE OF USE OR FACILITY	NUMBER OF OFF-ROAD SPACES	PER UNIT
RESIDENTIAL (MAY BE A GARAGE, CARPORT OR PARKING AREA)		
MANUFACTURED HOUSING SUBDIVISION OR MOBILE HOME PARK	2 parking spaces/	Residence
MULTIPLE FAMILY, INCLUDING CONDOMINIUMS AND TOWNHOMES	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
SINGLE-FAMILY AND DUPLEX	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
INSTITUTIONAL, PUBLIC, SEMI-PRIVATE		
SPECIAL EVENTS, AUDITORIUMS, ARENAS	1 parking space/	Four persons or spaces of seating capacity
CLUBS	1 parking space/	100 sq. ft. of assembly area
GOVERNMENT OFFICE	1 parking space/	300 sq. ft.
HOSPITAL	1 parking space/	Bed, and for every three employees
CHURCH	1 parking space/	50 sq. ft. of seating/ meeting area
SCHOOLS, PUBLIC OR PRIVATE: ELEMENTARY OR MIDDLE SCHOOL	1 parking space/ 1 drop-off space	Teacher or employee School
SCHOOL, PUBLIC OR PRIVATE: HIGH SCHOOL	1 parking space/ 1 parking space/ 1 drop-off space	Teacher or employee 5 students School
GENERAL COMMERCIAL USES		
ANIMAL SALES (UNRELATED TO AN AGRICULTURAL OPERATION)	1 parking space/	250 sq. ft.
DOMESTIC ANIMAL BOARDING	1 parking space/	400 sq. ft.
DOMESTIC ANIMAL GROOMING	1 parking space/	400 sq. ft.
STABLE	1 parking space/	5 stalls
RIDING SCHOOL	1 parking space/	4 stalls
VETERINARY OFFICE OR HOSPITAL	1 parking space/	400 sq. ft.
COMMERCIAL RECREATION AND ENTERTAINMENT FACILITIES		
GOLF COURSE (PUBLIC OR PRIVATE)	4 parking spaces/ 1 parking space/	Hole Employee
SKATING RINK	1 parking space/ 1 parking space/	Five fixed spaces or 60 sq. ft. of seating 250 sq. ft. of non-seating area
TENNIS AND RACQUETBALL COURTS	3 parking spaces/	Court
EATING AND/OR DRINKING FACILITIES	1 parking space/ 1 parking space/	Four persons of seating capacity Three employees
FINANCIAL INSTITUTION	1 parking space/ based on site design	300 sq. ft. Space sufficient for vehicle stacking area
COMMERCIAL NURSERIES	1 parking space/	Two acres
HOTELS, MOTELS, LODGES, BED AND BREAKFAST FACILITY	1 parking space/ 1 parking space/	Sleeping room Three employees
Retail Sales Facilities and offices		
MEDICAL AND DENTAL	1 parking space/	200 sq. ft.
ALL OTHER OFFICES	1 parking space/	300 sq. ft.
FURNITURE, APPLIANCE OR LARGE STORE	1 parking space/	500 sq. ft.
CONVENIENCE STORE WITH GAS PUMPS	1 parking space 1 vehicle stacking area	200 sq. ft.
VEHICLE OR EQUIPMENT SALES AND SERVICE, REPAIR, OR RENTAL	1 parking space/	400 sq. ft.
CAR WASH	1 parking space/	200 sq. ft. of sales/office area Space sufficient for vehicle stacking area
SERVICE STATION	1 parking space/	200 sq. ft. of sales/ office area Space sufficient for vehicle stacking area
MINI-STORAGE RENTAL UNITS	1 parking space/	100 lockers inside and at least 5 spaces outside fenced area
WAREHOUSING AND STORAGE	1 parking space/	500 sq. ft.
Industrial Uses		
MANUFACTURING & PROCESSING FACILITIES	1 parking space/	350 sq. ft. of gross floor area

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GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department
Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

TO:	**Board of County Commissioners**
FROM:	**Cathie Pagano, Assistant County Manager for Community & Economic Development**
SUBJECT:	**Planning Commission Recommendation** **Gunnison County *Land Use Resolution* Amendments**
DATE:	**November 7, 2023**

Project Description: In my role as Assistant County Manager for Community and Economic Development (Community Development Directory), I and other County staff propose the attached amendments to the Gunnison County *Land Use Resolution*. The majority of the amendments focus on the revision of the Board of Adjustment as mandated by the Court Order in *Tyzzer v. Gunnison Cnty*., 2022CA681. Staff have worked with the County Attorney to propose amendments that align with the Court Order.

Staff has also included additional amendments that include changes to align with current practices (digital submission rather than paper copies), other codes, and the desire of the Board to streamline regulatory processes to support housing choice and equity. The amendments also include minor changes to locational standards and resource protection standards.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

*Please note LUR language is in italics; response on compliance is in plain text.

Section 1-113: C. REVIEW STANDARDS. *The decision to amend the text of this 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;*

The Gunnison County Comprehensive Plan: Crested Butte/Gunnison Corridor Plan (the Corridor Plan) was adopted October 7, 2005 and these proposed amendments are consistent with that document.

2. CHANGED CONDITIONS. *Changed conditions, including the economy of Gunnison County;* In the *Tyzzer v. Gunnison Cnty*., 2022CA681 matter the Court Order issued mandated changes to the Gunnison County *Land Use Resolution*.

3. EFFECT ON THE NATURAL ENVIRONMENT. *Effect of the proposed amendment on the natural environment;*

Proposed amendments in Article 11 address the natural environment.

4. COMMUNITY NEEDS. *Community needs;*

Proposed amendments reflect community needs related to housing equity and availability.

5. DEVELOPMENT PATTERN. *Development pattern;*

Proposed amendments support a compact development pattern that reduces sprawl.

6. CHANGES IN APPLICABLE LAW. *Changes in applicable law;*

In the *Tyzzer v. Gunnison Cnty*., 2022CA681 matter the Court Order issued mandated changes to the Gunnison County *Land Use Resolution*.

7. PUBLIC HEALTH, SAFETY AND WELFARE. *Public health, safety and welfare;*

The amendments consider impacts to public health, safety, and welfare and no substantive changes are expected.

8. COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. *Compliance with any applicable intergovernmental agreements adopted by Gunnison County.*

Not applicable.

RECOMMENDATION:

The Gunnison County Community Development Director, in accordance with Section 1-113: B.1.c of the Gunnison County *Land Use Resolution* has initiated the attached amendments and recommends adoption of the amendments attached as Exhibit A to the Gunnison County *Land Use Resolution* in consideration and compliance with the above standards and hold a public hearing as is required. Staff has scheduled the public hearing for December 5, 2023.

TO: **Board of County Commissioners**

FROM: **Gunnison County Planning Commission**

SUBJECT: **Planning Commission Recommendation**
Gunnison County *Land Use Resolution* Amendments
LUC-23-000

DATE: **November 16, 2023**

PREPARED BY: **Cathie Pagano, Assistant County Manager for Community & Economic Development**

Commissioner Baca made a motion to approve the amendments as presented, Schwartz seconded, the motion passed unanimously. The Commission reviewed this recommendation at the December 7, 2023 meeting, Commissioner Sovick made a motion to approve the recommendation and Commissioner Beall seconded the motion; the motion passed unanimously.

Project Description:

MEETING DATES:

The Planning Commission held work sessions on the following dates:

- November 16, 2023 Work Session
- December 7, 2023 Work Session

No public hearing is required of the Planning Commission by Section 1-113: *Amending this Land Use Resolution*. A public hearing will be conducted by the Board of County Commissioners.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

*Please note LUR language is in italics; response on compliance is in plain text.

Section 1-113: C. REVIEW STANDARDS. *The decision to amend the text of this 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;*

Applicable, the Gunnison County Comprehensive Plan: Crested Butte/Gunnison Corridor Plan (the Corridor Plan) was adopted October 7, 2005.

2. CHANGED CONDITIONS. *Changed conditions, including the economy of Gunnison County;*

County staff is proposing amendments to the Gunnison County Land Use Resolution. These amendments are proposed partially as a result of the court order in the Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017. Additional amendments are proposed to support the development of secondary residences and reduce regulatory barriers.

3. EFFECT ON THE NATURAL ENVIRONMENT. *Effect of the proposed amendment on the natural environment;*

The proposed amendments are expected to have positive impacts on the environment. Amendments that support reduced sprawl and protection of wildlife habitat are included.

4. COMMUNITY NEEDS. *Community needs;*

Community needs are addressed through compliance with the court order and the reduction of regulatory barriers for development of secondary residences.

5. DEVELOPMENT PATTERN. *Development pattern;*

The development pattern is addressed through a small change to the locational standards to reduce opportunities for sprawl.

6. CHANGES IN APPLICABLE LAW. *Changes in applicable law;*

These amendments are proposed partially as a result of the court order in the Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017.

7. PUBLIC HEALTH, SAFETY AND WELFARE. *Public health, safety and welfare;*

Not applicable, no significant changes proposed.

8. COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS

ADOPTED BY GUNNISON COUNTY. *Compliance with any applicable intergovernmental agreements adopted by Gunnison County.*

Not applicable.

RECOMMENDATION:

The Gunnison County Planning Commission recommends the Board adopt the amendments attached as Exhibit A to the Gunnison County *Land Use Resolution* in consideration and compliance with the above standards and hold a public hearing as is required.

NANCY BENTSON ESSEX
ATTORNEY AT LAW

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December 4, 2023

Matthew Hoyt
Gunnison County Attorney
200 East Ave.
Gunnison, CO 81230

Re: Proposed Amendments to Gunnison Land Use Resolution

Dear Matthew:

I am writing to you with regard to the pending proposed amendments to the Gunnison Land Use Resolution ("LUR"). As Noah Klug has already told you, it is the position of Andrew and Susan Tyzzer that the amendments will not apply to the Tyzzers appeal before the Gunnison County Board of Adjustments since the amendments were not in place when that appeal was filed. In fact, the amendments will not apply at all to the applications of South Butte, LLC that are the subject of the BOA appeal and the litigation in Gunnison County District Court filed by the Tyzzers. See C.R.S. 30-28-133.5(1). However, you have stated that the County intends to apply the procedures set forth in the proposed amendments to the BOA appeal filed by the Tyzzers. Accordingly, the Tyzzers have asked me to submit the following comments on the BOA procedures contained in the proposed amendments.

The Tyzzers, through the undersigned attorney, state the following objections to the BOA procedures set forth in the proposed amendments circulated by Cathie Pagano on November 7, 2023:

1. Section 8-103B re Standing to Appeal: This section as amended will state that in order to appeal to the BOA, a party must a) be appealing a decision under the LUR and b) must allege that the party has been denied a claim of right or that the decision imposes a substantial burden or obligation upon the party. However, the County cannot require the Tyzzers to be appealing under the LUR when there is in place a Special District regulation allowing them to appeal decisions by the CB South Property Owners Association Board of Directors. Furthermore, the Tyzzers object to the County's proposed definition of who can be a party "aggrieved" under C.R.S.§ 30-28-118 since this definition is not in the statute and might be interpreted to be more restrictive than the statute. In any event, the proposed Section 8-103B cannot apply to the Tyzzers since there is a District Court order stating that they have a right to appeal to the BOA.
2. Section 8-103A-21 re Setbacks: This section as amended would state that the variance decisions by the Community Development Director would be appealable to the BOA.

This proposal is objected to for several reasons. First, C.R.S. §30-28-118 (1) (c) provides that the BOA has jurisdiction over all requests for variances. Thus, the LUR should be amended to state that all variance requests need to be made to the BOA, not to the Community Development Director. In addition, the BOA also needs to be empowered to hear variance requests arising in the special district such as CB South.

3. Section 8-103C1.a re Fee for Appeal Submittal: By this amendment, the County proposes to impose a fee for submittal of an appeal to the BOA. The Tyzzers contend that this fee cannot apply to them since it was not in place when their appeal was filed and nothing in Judge Patrick's order allows the County to require the Tyzzers to pay a fee in order to pursue their appeal. Moreover, C.R.S. §30-28-118 does not authorize the County to impose a fee on any party.
4. Section 8-103C1.b, Section 8-103C2b. and c., re The Record and Determination of Whether to Conduct Public Hearing: The proposed amendments define what documents are within the record on appeal and allow the BOA to determine an appeal without a hearing and without allowing the appellant to introduce new evidence. The Tyzzers contend that the BOA must hold a hearing before deciding an appeal and must allow evidence to be presented at the hearing. *See Murray v. Board of Adjustment, Larimer Cnty*, 594 P.2d 596, 598 42 Colo. App. 113, 116 (Colo. App. 1979) where the Court of Appeals referred to a requirement that a Board of Adjustments hold a hearing and create a record of the proceedings which record will "contain details of the evidence presented and proper grounds and reasons to Support its decision." The Tyzzers also note that the proposed amendments do not state a procedure for preparing and certifying the record on appeal. These procedures need to be stated, either in the LUR or in procedures adopted by the BOA. In addition, the party appealing needs to have the right to review a record proposed by the County or the POA and to make additions or objections.
5. Failure to follow correct process for amendments to LUR: The Tyzzers object to the proposed amendments because they were not given an opportunity to comment on them before they were proposed to the public, even though the County has admitted that the need for the amendments arises from Judge Patrick's order in the District Court action filed by the Tyzzers, In addition, the County has not folllowed the procedures in Section 1-113 of the LUR for amendments to the LUR. For example tme proposed amendments have not been reviewed by the Planning Commision. Also, the County Board of Commissioners has not called for a public hearing on the proposals.

Again, the Tyzzers present these comments only because you have stated your position that the proposed amendments will apply to their pending appeal. In submitting the comments, the Tyzzers do not intend to waive their objection to have these amendments apply to their pending appeal.

Sincerely,

Nancy Essex

Nancy Bentson Essex
Attorney for Andrew Tyzzer and Susan Tyzzer

TROUT CREEK
ENGINEERING

Board Of County Commissioners
Re: Public Hearing for Proposed Amendments to the Gunnison County Land Use Resolution

12/13/2023

I am writing in support of the Planning Commission's decision to keep the Administrative Review process available for the *"Construction of a Driveway on a Vacant Parcel of Land Prior to Issuance of a Building OR On-Site Wastewater Treatment System Permit".* The main reasons I agree with this decision are:

- The Administrative Review process allows the property owners to stage their financing for their future residential build rather than burdening them with Full Architectural & Engineering designs and permits costs with the immediate construction costs for building the residence. If I remember correctly, once a Building Permit is received by the Property Owner, then there is a "somewhat" of a time limit in which you have for completion unless the property owner can provide proof that they have been continually working on it. It is my understanding that if the building structure had not been started or had come to a "stand-still", during that timeline, then there is a potential that the Building Permit would expire, especially if ANY new codes which affect the project have changed and if there are, then these new codes would have to be met moving forward. With the County's new plan to adopt updated Building Codes on Jan. 1, every 3 years, as well as the most recent and potential future State mandated code changes, this would pressure many property owners to complete their residential builds within that timeline, or at least not stop their progress.

- The Administrative Review process also allows access to the proposed building site, especially on larger parcels, by Design Professionals and Property Owner's for the ability to plan for the Architectural & Structural Designs and all Permit Requirements more completely and accurately. Some of these initial design requirements prior to full permit drawings and documents and prior to any "Driveway" access to the site are Geological and/or Geotechnical (Soils) exploratory investigations, Visual & Tactile Evaluations of Soils Profile Holes for On-Site Wastewater Treatment System Designs and even sometimes Well Drilling to see if there is enough potable water available at the proposed site.

TROUT CREEK
ENGINEERING

- I know that there is a process for “Temporary” access to the property which are meant to allow for many of these investigations to take place. However, this Temporary access is restrictive with not allowing any “Cut” or “Fill” to take place, which often doesn’t work with the property’s topography. There are several properties which require “Cuts” or “Fills” to access them due to the existing roads elevations and property elevations. “Boring” or “Drilling” Truck Rigs for Soil Investigations and Drilling Potable Wells require a better road than one which has not been properly graded and bedded due to their size and weights. Many times, with temporary access, these truck rigs can’t even get to the required locations, without cut and/or fill, to complete accurate results. I have seen several Geotechnical (Soils) Reports as well as been involved on OWTS’s Profile hole Investigation site visits where the required equipment for these tests are unable to reach the “specific” location for determine accurate results. These preliminary results therefore require follow-up investigations after the driveway has been installed, while hopefully “confirming the preliminary findings”, and not requiring a new design and a potential “last minute” budget increase of unanticipated construction (foundation) costs due to a difference in the findings. This is primarily a problem with not having an accurate Geotechnical report, which reflects the ultimate soil bearing capacities and recommendation for the foundation designs provided by the Geotechnical Engineers.

Ultimately, keeping the opportunity of this Administrative Review allows the property owner’s, if they choose, more flexibility in the financial and design planning process which allows them to phase the multiple requirements of the construction process.

Thank you for your time.

Bill Barvitski

Bill Barvitski
Trout Creek Engineering L.L.C.
970-642-4110
bill@troutcreekengineering.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Executive Session, pursuant to C.R.S. §§ 24-6-402(

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Executive Session, pursuant to C.R.S. §§ 24-6-402(4)(b) and (4)(e)(I): Conference with County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice related to appeals of taxable property valuation decisions by the Gunnison County Board of Equalization and

Fiscal Impact: 0

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/8/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 12/19/2023

Revised April 2015